

Panaji, 10th January, 2019 (Pausa 20,1940)

SERIES II No. 41

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

**Note:-** There are three Extraordinary issues to the Official Gazette, Series II No. 40 dated 03-1-2019 as follows:—

- (1) Extraordinary dated 04-01-2019 from pages 757 to 758 regarding Notice of Election and Public Notice from Department of Panchayati Raj & Community Development.
- (2) Extraordinary (No. 2) dated 07-01-2019 from pages 759 to 760 regarding Order from Department of Home.
- (3) Extraordinary (No. 3) dated 08-01-2019 from pages 761 to 762 regarding Notifications and Form No. 2 from Department of Elections.

## GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

### Order

No. Misc/SE/Ex-officio/2012/848

Government is pleased to depute Shri S. F. Koti, Deputy Education Officer, North Educational Zone, Mapusa to attend the orientation meeting for D.E.Os/DPEOS & Principals of JNVs in Maharashtra & Goa for JNVST-2019 scheduled on 19-11-2018 at "Hotel Windsor Castle, Town Centre, Jalgaon Road, CIDCO, Aurangabad-431 003.

He is permitted to leave the Headquarter for attending the above orientation meeting.

He shall be paid T.A./D.A., for attending the above orientation meeting by the Jawahar Navodaya Vidhyalaya, Valpoi-North Goa.

By order and in the name of the Governor of Goa.

Nagaraj G. Honnekeri, Director & ex officio Joint Secretary (Education).

Porvorim, 13th December, 2018.

### Order

No. 1(2)-9-2003/SE/Part-II/846

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/15(3)/2012/260 dated 12-11-2018, Government is pleased to promote Smt. Gauthami Vishal Bhagat, Teacher Grade-I, Government Multipurpose Higher Secondary School, Margao-Goa to the post in the cadre of Vice-Principal-Teachers Training College/Vice-Principal Government Higher Secondary School/Headmaster-Government High School, Group "B" Gazetted in "Level 10" of the Pay Matrix of 7th Pay Commission on officiating basis under the Directorate of Education until further orders, with immediate effect and to post as Vice-Principal, Government Higher Secondary School, Canacona-Goa against the vacant post.

She shall also hold the charge of Principal, Government Higher Secondary School, Canacona-Goa in addition to her own duties until further orders thereby relieving Shri Sudesh N. Naik from the additional charge.

The above promotion on officiating basis will not bestow on the promoted officer any right or claim for regular promotion and the services so rendered on officiating basis will not count for the purpose of seniority in that grade, or eligibility for promotion to the next higher grade.

The Government reserves the right to cancel at any time the promotion on officiating basis and revert the promotee to the post from which she is promoted without assigning any reasons.

The Principal, Government Multipurpose Higher Secondary School, Margao-Goa shall relieve Smt. Gauthami Vishal Bhagat immediately and furnish her relieving report to this Directorate.

She shall report to the new assignment immediately and shall submit joining report to this Directorate.

By order and in the name of the Governor of Goa.

Nagaraj G. Honnekeri, Director & ex officio Joint Secretary (Education).

Porvorim, 13th December, 2018.

### Order

No. 1(2)-9-2003/SE/Part-II/845

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/15(3)/2012/260 dated 12-11-2018, Government is pleased to promote the following Officers in the cadre of Teacher Grade-I/Asstt. District Education Inspector/Middle School Headmaster to the posts in the cadre of Vice-Principal-Teachers Training College/Vice-Principal-Government Higher Secondary School/Headmaster-Government High School, Group "B" Gazetted in "Level 10" of the Pay Matrix of 7th Pay Commission on regular basis under the Directorate of Education with immediate effect.

- |                                     |  |
|-------------------------------------|--|
| 1. Smt. Bharati Falari.             | 6. Kum. Sarveda Ganesh Gaonkar.                        |
| 2. Shri Satish Raghunath Talkar.    | 7. Shri Devidas Vithoba Kotkar.                        |
| 3. Kum. Lina Sonu Chari.            | 8. Smt. Swati Sanjay Perni alias Kranti Datta Devidas. |
| 4. Shri Suraj Suryakant Naik.       | 9. Smt. Neeta Pahilish Naik.                           |
| 5. Shri Vishal G. Signapurkar (SC). | 10. Smt. Mamata Gauresh Naik.                          |

They shall be on probation for a period of two years.

They shall give in writing their acceptance/refusal of above promotion to the undersigned within 10 days from the date of issue of this order, failing which, it will be treated as refusal of promotion by the promotee officer and he/she shall be debarred for promotion for a period of one year from the date of refusal of promotion or till next vacancy arises whichever is later, without any further intimation.

They shall exercise option for fixation of pay in terms of F.R. 22(I)(a)(1) within one month from the date of issue of this order.

Consequent upon the above promotion, the posting on promotion/transfer of Officers is as under:-

Sr. No.	Name of the officer	Present place of posting	Place of posting on promotion/transfer
1	2	3	4
1.	Smt. Bharati Falari (Promotee)	Teacher Grade-I, D.I.E.T., Porvorim	Vice-Principal, Government Higher Secondary School, Sakhali, Bicholim-Goa against the vacant post.
2.	Shri Satish Raghunath Talkar (Promotee)	Teacher Grade-I, Government Higher Secondary School, Vasco	Headmaster, Government High School, Sal, Bicholim-Goa thereby relieving Shri Achutanand V. Vernekar from the additional charge.
3.	Kum. Lina Sonu Chari (Promotee)	Teacher Grade-I, Government Higher Secondary School, Sanquelim-Bicholim	Headmaster, Government High School, Advoi, Satari-Goa thereby relieving Shri Ulhas Bhuto Gaonkar from the additional charge.
4.	Shri Suraj Suryakant Naik (Promotee)	Teacher Grade-I, Government Higher Secondary School, Khandola	Headmaster, Government High School, Shigao, Collem, Dharbandora-Goa vice Kum. Namrata Gokuldas Gaonkar, transferred.
5.	Shri Vishal G. Signapurkar (SC) (Promotee)	Teacher Grade-I, D.I.E.T., Porvorim	Headmaster, Government High School, Kundai, Ponda-Goa against the vacant post.
6.	Kum. Sarveda Ganesh Gaonkar (Promotee)	A.D.E.I., Bicholim	Headmaster, Government High School, Menkurem, Bicholim-Goa thereby relieving Smt. Ujwala Yuvraj Potekar from the additional charge.

1	2	3	4
7.	Shri Devidas Vithoba Kotkar (Promotee)	Teacher Grade-I, Government Higher Secondary School, Valpoi-Satari	Headmaster, Government High School, Shelop-Khurd, Satari vice Shri Riyaz Ahmed Jamadhar, transferred.
8.	Smt. Swati Sanjay Perni alias Kranti Datta Devidas (Promotee)	Teacher Grade-I, Government Higher Secondary School, Sanquelim-Bicholim	Headmaster, Government High School, Vadenagar, Mormugao against the vacant post.
9.	Smt. Neeta Pahilesh Naik (Promotee)	Teacher Grade-I, D.I.E.T., Porvorim	Vice-Principal, Government Higher Secondary School, Baina, Vasco thereby relieving Kum. Geraldina Luiza Mendes from the additional charge.
10.	Smt. Mamata Gauresh Naik (Promotee)	Teacher Grade-I, Government Higher Secondary School, Pernem-Goa	Headmaster, Government High School, Gothanwada, Ozari, Pernem-Goa vice Smt. Ujwala Yuvraj Potekar, transferred.
11.	Kum. Namrata Gokuldas Gaonkar	Headmaster, Government High School, Shigao, Collem, Dharbandora-Goa	Headmaster, Government High School, Dayanandnagar, Dharbandora-Goa against the vacant post.
12.	Shri Riyaz Ahmed Jamadhar	Headmaster, Government High School, Shelop-Khurd, Satari-Goa	Vice-Principal, Government Higher Secondary School, Valpoi, Satari-Goa against the vacant post.
13.	Smt. Ujwala Yuvraj Potekar	Headmaster, Government High School, Gothanwada, Ozari, Pernem-Goa	Assistant Secretary, Goa Board of Secondary and Higher Secondary Education, Alto-Betim.

The posting of Smt. Ujwala Yuvraj Potekar, as Assistant Secretary, Goa Board of Secondary and Higher Secondary Education, Alto-Betim is by transfer on deputation and will be governed by the standard terms of deputation as contained in the Government of India's O.M. No. 6/8/2009-Estt.(Pay II) dated 17-06-2010 and circulated by the Department of Personnel, Government of Goa vide O.M. No. 13/4/74-PER dated 20-11-2013 as amended from time to time. Her tenure of deputation shall be for 3 years.

The transfer of Officer at Sr. No. 11 above is at her own request and hence she is not entitled for T.A./D.A. and joining time.

The transfers of Officers at Sr. No. 12 and 13 above are in public interest.

Shri Achutanand V. Vernekar, Headmaster of Government High School, Mulgao, Bicholim shall hold the charge of the Headmaster of Government High School, Shirodwadi-Mulgao, Bicholim in addition to his own duties until further orders thereby relieving Shri Sanjay Diukar from the additional charge.

The working arrangement of Shri Vishal G. Signapurkar as A.D.E.I., in the Planning Section of the Directorate of Education, Porvorim effected vide Order No. 15-16-95-Adm.I/B/Vol.IV/Part-IV-A/68 dated 20-04-2015 stands withdrawn.

The Principals/Zonal officer concerned shall relieve the above promotee Officers immediately and furnish their relieving and joining reports.

They shall report to the place of posting immediately.

By order and in the name of the Governor of Goa.

*Nagaraj G. Honnekeri*, Director & ex officio Joint Secretary (Education).

Porvorim, 13th December, 2018.

## Department of Home

Home-General Division

## Notification

No. 2/3/2002-HD(G)/Part/44

In exercise of the powers conferred by sub-section (1) of Section 20 of Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the Government of Goa hereby appoints Deputy Collector & Sub-Divisional Officer, Sanguem to be the Sub-Divisional Magistrate within the respective jurisdiction of the South Goa District with immediate effect.

By order and in the name of the Governor of Goa.

*Neetal P. Amonkar*, Under Secretary (Home).

Porvorim, 2nd January, 2019.

## Department of Labour

## Notification

No. 24/8/2004-LAB/12

Read: The Government Notification No. 24/6/2013-LAB/83 dated 29th January, 2014, published in the Official Gazette, Series II No. 47 dated 20-02-2014.

In exercise of the powers conferred by sub-section (1) of Section 20 of the Goa Labour Welfare Fund Act, 1986 (Act 4 of 1987) and in supersession of the Government Notification No. 24/8/2004-LAB/405 dated 10-06-2016 published in the Official Gazette, Series II No. 12 dated 23-06-2016 and in partial modification of the Government Notification cited above, the Government of Goa hereby appoints Shri Prasad Pednekar, Assistant Labour Commissioner, Panaji, Goa, as Secretary of the Goa Labour Welfare Board for the purposes of the said Act, with immediate effect.

By order and in the name of the Governor of Goa.

*A. S. Mahatme*, Under Secretary (Labour).

Porvorim, 2nd January, 2019.

## Notification

No. 28/3/2018-LAB/Part-I/09

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 12-12-2018 in Appln. No. 01/2016 is hereby

published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*A. S. Mahatme*, Under Secretary (Labour).

Porvorim, 1st January, 2019.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURTGOVERNMENT OF GOA  
AT PANAJI(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Appln. No. 01/2016

Mr. Marcelino Emeliano  
Fernandes,  
H. No. 309, Near Santoshimata  
Temple,  
New Vaddem,  
Vasco-da-Gama, 403 802. ... Applicant/Party I  
V/s

M/s. Highstreet Cruises and  
Entertainment Pvt. Ltd.,  
Fisheries Jetty, Ground Floor,  
Fisheries Department,  
Dr. Dayanand Bandodkar Road,  
Panaji, Goa-403 001. ... Opponent/Party II  
Applicant/Party I represented by Ld. Adv. Shri A.  
Kundaikar.

Opponent/Party II represented by Ld. Adv. Shri P.  
Chawdikar

## AWARD

(Delivered on this the 12th day of the month  
of December of the year 2018)

This is an application filed by the Applicant/  
Party I under Section 2-A(2) of the Industrial  
Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/  
Party I is that the Party I is a workman appointed  
as Coxswain in Marine Department vide order  
dated 1-10-2009 and his services were confirmed  
w.e.f. 1-4-2010 and he was promoted vide order  
dated 9-12-2013 as Sr. Coxswain. The Party I applied  
for leave without pay on account of medical  
treatment as advised by the doctor on 12-3-2015  
and the said application was duly acknowledged  
by Party II and accordingly he availed two months  
leave and thereafter on 14-5-2015 he approached

the HR-Manager, Dr. Vinit to resume his duties, however he was called after couple of days and on 18-5-2015 he approached Shri John Fernandes pertaining to his duties whereupon he was instructed to come after four days and since all efforts of joining the duties were unsuccessful, he reported the General Manager, Shri Dip Saxena, whereupon he was directed to produce the medical certificates. The Party I submitted the required medical certificate, however the Party II failed and neglected to permit him to join the duties and therefore he was constrained to approach the Conciliation Officer pertaining to refusal of employment which is illegal and without any cause of action. The Conciliation Officer failed to adjudicate the dispute referred to therein and therefore he filed the present application. The Party I was unemployed from the date of refusal of employment till date. He approached several offices for employment but was not successful in getting the employment. The action of the employer in refusing the employment is illegal. The Party I is entitled for reinstatement in services with full back wages and continuity in services. Hence, the application.

3. The Opponent/Party II filed a written statement inter-alia contending that the Party I is not a workman as envisaged under the Act. The Party I was working as Sr. Coxswain and was Captain of the vessel and was working in managerial capacity drawing more than Rs. 21,000/- per month. The Party I applied for leave on the pretext that he wanted to visit his wife who is working in London and that he would like to apply for job in London for better prospects. The Party II accepted the plea and granted him unpaid leave for 30 days, however the Party I failed to report for duties and returned only after 45 days. The Party II however came to know from reliable sources that he had not gone abroad but was working with some other organization for higher salaries. He was therefore asked to produce his passport which he failed. The Party I was paid upto March, 2015 on humanitarian ground by adjusting his leave. The Party I however came up with another excuse that he was advised for bed rest for severe back pain for 45 days and also produced some prescription. The behaviour of Party I is highly suspicious. He was directed to meet the panel of doctors at Manipal Hospital as per the policy of the company for rejoining his duties. The Party I thereafter never came back to the office nor did he go to Manipal Hospital for fitness check-up, but instead filed application before Conciliation Officer for illegal refusal of employment. The Party I infact voluntarily abandoned his service and has remained absent

without informing the superiors after expiry of 30 days of unpaid leave. The Party I is not entitled for any reliefs.

4. The Party I filed a rejoinder at Exhibit 6 denying the case put forth by Party II in the written statement.

5. Issues framed at Exhibit 7 are as follows:

- (1) Whether the Party I proves that he is a Workman as envisaged under the Industrial Disputes Act?
- (2) Whether the Party I proves that the Party II refused the employment w.e.f. 14-05-2015?
- (3) Whether the Party I proves that he is unemployed from the date of refusal till date?
- (4) Whether the Party II proves that application under Section 2-A(2) is not maintainable?
- (5) What Relief? What Award?

6. In the course of evidence, the Party I examined himself as witness and produced on record a copy of application dated 1-9-2015 filed before Assistant Labour Commissioner at Exh. 10, a copy of reply dated 10-12-2015 filed by Party II at Exh. 11, a copy of appointment letter dated 1-10-2009 at Exh. 12, a copy of letter of transfer dated 1-9-2013 at Exh. 13, a copy of application of leave without pay dated 12-3-2015 at Exh. 14, a copy of confirmation letter dated 9-12-2013 at Exh. 15 and a copy of rejoining the duty dated 26-2-2015 at Exh. 19 and closed his case. On the other hand, the Party II examined Shri John Fernandes who has produced on record a copy of CTC breakup at Exh. 22, a copy of letter dated 1-10-2014 hiking the salary of the Party I at Exh. 23, a copy of reply dated 10-12-2015 at Exh. 24, a copy of missing report dated 26-2-2015 by Party I at Exh. 25, a copy of appreciation letter dated 9-12-2013 at Exh. 26. The Party II also examined Shri Kavish Sangodkar as second witness and closed its case.

7. Heard arguments. Notes of written arguments came to be placed on record by the parties.

8. I have gone through the records of the case and have duly considered the submissions made by the Learned Advocates for Parties. I am reproducing herewith the issues along with their findings and reasons thereof.

Issue No. 1	...	In the Affirmative.
Issue No. 2	...	In the Affirmative.
Issue No. 3	...	In the Affirmative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	As per Final order.



## REASONS

## Issue No. 1:

9. Learned Adv. Shri A. Kundaikar has submitted that the Party I is a 'workman' as envisaged under Section 2(s) of the Industrial Disputes Act, 1947. The Party II has only taken a plea in reply before the Conciliation Officer dated 10-12-2015 that Party I is not a 'workman' as he was working as Captain in the establishment of feeder boat drawing salary of Rs. 21,000/- per month but has not denied the refusal of employment by Party II. The Party II has pleaded that the Party I has abandoned the services. The Party I who has examined himself has produced on record the appointment letter at Exh. 12, which clearly shows that the job of Party I as a Coxswain is of skilled nature within the meaning of Section 2(s) of the Industrial Disputes Act. There is no evidence on record adduced by Party II that the Party I was doing the work of supervisory capacity or had any authority to sanction leave or was required to supervise the work of one or more of the employees working under him or that the overall nature of the duties and responsibilities performed by the workman are of managerial or administrative capacity and have controlled over his subordinates and therefore, the Party I is a workman as stipulated under Section 2(s) of the Act.

10. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the Party I is not a 'workman' as whether a particular employee is a workman or not depends upon the predominant nature of duties and responsibilities performed by him at the time of termination of his services. He further submitted that the Party I in the cross examination has admitted that he is supposed to ensure that all the passengers sitting in the boat are seated safely and ensure all the navigational aids and machineries are well in order and that he has to also ensure that the sailors have closed the doors of the boat and maintain a proper navigational watch on the boat and that all the safety norms are maintained and that he is the whole and sole in-charge and responsible for the boat and the passengers, which clearly shows that his duties are of supervisory nature, which cannot come within the ambit and definition of workman. He further submitted relying upon the case of **M/s. Pepsico India Holding Pvt. Ltd. vs Krishna Kant Pandey passed in Civil Appeal No. 28 of 2015** passed by the Hon'ble Apex Court on 6-1-2015, that the dominant nature of work of Party I being managerial or supervisor, he is not a workman under the Act.

11. Needless to mention, the onus lies upon the workman to prove that he satisfies the essential ingredients of being a workman within the meaning of Section 2(s) of the Industrial Disputes Act. In the case of **H.R. Adyanthaya & Ors. vs. Sandoz (India) Ltd., 1994 II CLR 552**, the Constitution Bench of the Apex Court has held that a person to be a workman under the said Act must be employed to do the work of any categories, viz. manual, unskilled, skilled, technical, operational, clerical, or supervisory. In the case of **Union Carbide (India) Ltd. vs. D. Samuel & Others, 1998 (80) FLR 684**, the Hon'ble High Court of Bombay after taking a survey of various decisions has found that some of the tests laid down are (i) whether the employee has power to direct or oversee the work of the subordinates; (ii) has the power to sanction/pass leave or recommend it; (iii) whether the employee can examine the quality of the work and whether, such work is performed in satisfactory manner or not; (iv) whether the employee has the power of assigning duties and distribution of work. It is thus have to be seen whether the Party I was doing the work of manual, unskilled, skilled, etc. at the time of his refusal from the services.

12. The appointment letter dated 1-10-2009 is produced by Party I at Exh. 12, according to which, the Party I was appointed as Coxswain in Marine Department and he was to carry out duties diligently and faithfully. Shri Marcelino Fernandes has also stated that he was appointed as Coxswain and thereafter promoted as Sr. Coxswain. He has also stated that he was reporting to the Shore Manager for discharge of his duties and that the said manager was assigning him the duties and that he had no powers to grant the leave or assign any work nor any person was working under him and that the duties discharged by him were not supervisory and that the training and guidelines were given by the Shore Manager. In the cross examination, he claimed that he was navigating all the twelve cruise boats belonging to Party II and that he has a Serang (License) issued by Dy. Captain of Ports to navigate the cruise boats. The letter of appointment and the nature of duties performed by Party I of navigating the cruise boats with the license from the department concerned is indicative of the fact he was performing the job of a skilled nature, which is within the meaning of a 'workman' under Section 2(s) of the Act.

13. The witness of Party II, Shri John Fernandes has also admitted that the Party I was reporting to him in the Marine Department and he used to assign him the work and was sanctioning his leave. He also admitted that the duties of Party I as

coxswain are to navigate the boat and take the passengers safely from point to point and ensure that all the passengers are safe and that all safety norms are maintained. The said nature of duties as stated by Shri John Fernandes cannot come within the meaning of supervisory or administrative capacity as his main duty is to navigate the cruise boats with license. He had no power to sanction leave or initiate disciplinary proceedings against the workers and was not assigned the work of writing confidential reports of the workers as admitted by Shri John Fernandes in his cross examination. He had no power to supervise, direct and control the work of other employees working under him including the sailors, although he had to act as per their instructions. The function as a coxswain was to navigate the cruise boats and to ensure that the passengers are safe and reach their destination. The sailors who are ensuring that the doors are closed and that the passengers are safe before navigation were working with him and not under him. The dominant nature of the work is navigating the cruise boats and not supervisory or managerial work. No doubt, while navigating the boat, the coxswain is the whole and sole in-charge and responsible for the boat and the passengers, but that does not mean that he was doing the work of supervisory, administrative or managerial capacity or headed any department.

14. Shri John Fernandes has also admitted that Party I was reporting to him and he was assigning him work and his duties are to navigate the boat and take the passengers safely. The said duties cannot be termed as the duties of supervisory, administrative and managerial categories. The work performed by the Party I is of skilled nature, that of navigating the boat with necessary permissions from Dy. Captain of Ports within the meaning of Section 2(s) of the Industrial Disputes Act and therefore for all the purposes, the Party I is a 'workman' as envisaged under Section 2(s) of the Act. The reliance placed on the case of **M/s. Pepsico India Holding Pvt. Ltd.**, supra is entirely based on different facts as in that case the respondent/workman was promoted as Line Supervisor and thereafter to the post of Fleet Executive at the time of his termination and in the capacity of the Fleet Executive, he was assigned 15 different works which were purely of supervisory and managerial in nature, unlike in the present case where the Party I was admittedly navigating the feeder boat under the license issued by concerned authority, which falls in the skilled category and therefore, the above citation is not applicable to the case at hand nor it can be said

that Party I is not a workman as envisaged under Section 2(s) of the Industrial Disputes Act. The Party I has therefore proved the above issue. Hence, it is answered in the affirmative.

*Issue No. 2:*

15. Needless to mention, it is a case of the Party I that the Party II refused the employment as a Coxswain in Marine Department w.e.f. 14-5-2015, while it is a case of the Party II that the Party I voluntarily abandoned the service from April, 2015 after he was asked to produce the documents for his and therefore, it is apposite to scan whether it was illegal refusal of service by Party II or voluntarily abandonment of work on the part of the Party I.

16. Ld. Adv. Shri P. Chawdikar for Party II has submitted that the Party II granted unpaid leave to Party I from 10-1-2015 for 30 days, however he failed to report for duties after 30 days and returned only after 41 days i.e. on 18-2-2015. The Party II requested the Party I to produce the documents including passport to prove that he had indeed gone to London, which he has failed. The Party I thereafter changed the version and claimed that he was advised bed rest due to back pain and has not produced the relevant medical certificates. The Party I thereafter was requested to meet panel of doctors in Manipal Hospital with all medical prescriptions but failed to get himself examined by the doctors. The Party I thereafter never resumed duties and infact voluntarily abandoned his service. The condition of unemployment of Party I is self inflicted, however he mischievously filed application against Party II. The Party I has deposed that the nature of his job is such that one has to be physically fit but further claimed that he is still under medication and therefore, it is clear that he is not fit to resume and perform his duties and had never approached the office of Party II or reported the Manipal Hospital and therefore not interested in joining the duties.

17. Per contra, Ld. Adv. Shri A. Kundaikar has submitted that it is the case of Party II that it is not refusal but a case of abandonment of services, however it is admitted by the Party II that he had reported for work on 18-2-2016 and was not allowed to resume duty till he produces the relevant documents and subjected himself for medical examination by panel of doctors. There was therefore no complete giving up of duties on the part of Party I so as to indicate an intention not to resume the same. The length of service for which the so called abandonment claimed by Party II is only 9 days. It is also admitted by Party II in Para

3 of the written statement that Party I was paid up to March 2016 on humanitarian grounds by adjusting his leave, which also clearly shows that the so called absence was also condoned by Party II by granting leave and therefore there was no abandonment of service on the part of Party I and in support thereof, he relied upon the case of Apex Court in the matter of **G. T. Lad & Others vs. Chemicals and Fibres India Ltd., AIR 1979 SC, 582.**

18. It is well established by the Apex Court in the case of **G. T. Lad & Others**, supra, that in order to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Failure to perform duties pertaining to an office must be with actual or imputed intention on the part of the officer to abandon and relinquish the office. The intention may be inferred from the acts and conduct of a Party and is a question of fact which could be determined in the light of surrounding circumstances in each case. Temporary absence is not ordinarily sufficient to constitute abandonment of office. When the absence of workmen from duty was purely temporary, it cannot be construed as their voluntary abandonment of the company's service. To abandon service means to detach, unfasten, undo or untie the binding knot or link which holds one to the office and obligations and privileges that go with it. It is also held in the case of **Executive Engineer, HPSEBL vs. Sh. Jagdish Chand, 2018 III CLR 807** that abandonment or relinquishment of service is always a question of intention and normally such intention cannot be attributed to an employee without adequate evidence in that behalf. In short, the employer unilaterally cannot say that the workman is not interested in employment and it is for this reason that a domestic enquiry is required to be held and the burden of proving the same is on the employer as it is their plea that the workman abandoned the service as it is well settled principle of law that if a misconduct which is an abandonment of service is the foundation of the dismissal, then the domestic enquiry is warranted before the workman is terminated for misconduct as in order to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same.

19. The Party I in Para 3 and 4 of the Claim statement has stated that on 12-3-2015 he applied for leave without pay on account of medical treatment as advised by the doctor and the application was duly acknowledged by the employer and he availed two months leave and

that on 14-5-2015 he approached the HR-Manager to resume duties but he was called after couple of days. He thereafter met Shri John Fernandes on 18-5-2015 but was told to come after four days and since his efforts were unsuccessful, he reported to Shri Dip Saxena who directed to produce the documents. The Party II in reply at para 3 of the written statement has stated that Party I came to meet HR-Manager to apply for leave and that the head of department had accepted his request on humanitarian ground. The fact that the Party I came to meet HR-Manager on 14-5-2015 is established, although the Party II in the said written statement makes a claim with uncorroborated facts. Be that as it may, the fact remains that Party I approached HR-Manager Dr. Vinit, Shri John Fernandes and Shri Dip Saxena to rejoin duty on 14-5-2015, but he was not allowed to join the duty as claimed by Party I, Shri Marcelino. He has admitted in the cross examination that he was on leave from 7-1-2015 to 4-2-2015 without pay and that he joined his service after expiry of leave on 5-2-2015 and that he was not allowed to join duty and requested to produce medical certificate and when he had gone with medical certificate on 8-2-2015, he was asked to bring a copy of passport. He also admitted that as per request his leave was extended till 18-2-2015 and that he joined his duty on 19-2-2015.

20. Exhibit 19 is the leave application dated 26-2-2015 wherein his leave was extended till 18-2-2015. The documents at Exh. 20 colly are the prescriptions dated 10-3-2015, 4-4-2015, 24-4-2015, 16-5-2015 and medical certificate dated 10-5-2015. The Party I also admitted that he was under medical treatment for back bone problem from 10-4-2015 to 16-5-2015 and that he was advised by Party II to approach panel of doctors with all medical prescriptions and obtain the medical certificate of fitness for rejoining his duty and was told that one of the officials of the company will accompany him to the hospital but company did not provide official to go to hospital. He also admitted that he was not fit to resume duty on 16-5-2015. The medical certificate does not help the Party II as it is nowhere its case that he abandoned the work due to sickness. No notice was issued to the Party I workman asking him to join the duties. The fact remains that the Party I approached the Party II for resuming duty but on one ground or other they refused to entertain his pleas. In the absence of notice asking him to join the duties, there is no substance in the contention raised by the Party II that the Party I was asked to bring the documents which he failed and thereafter never resumed duties and infact voluntarily abandoned his service. Shri John Fernandes



however stated that he does not remember having issued any memo to Party I for remaining absent from duties or having issued charge sheet to Party I for remaining absent from duties or whether any departmental enquiry was conducted against him. Be that as it may, the fact that the Party I had approached the Party II for work is thus proved. There is nothing on record that the workman was issued memo, showcause notice or chargesheet or that any enquiry was conducted for alleged refusal of work/abandonment of service on the part of the Party I.

21. Learned Advocate Shri P. Chawdikar has stated that as per Clause (q) of appointment letter, the absence from work and or not reporting for 7 consecutive days without obtaining prior permission shall entitle the management to treat the absence as abandonment, resulting in loss of the services. He also submitted that Party I was absent from work for 11 days without the leave being sanctioned by Party II and therefore the said absence has to be treated as abandonment of service, resulting in loss of services as per the appointment letter. However, as rightly submitted by Shri A. Kundaikar for Party I to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same and an inference that an employee has abandoned or relinquished service is not easily drawn unless from the length of service. There is no evidence in record that the Party I abandoned or relinquished the services as admittedly after the leave period, he had come to join the duties as admitted by Shri John Fernandes and he was asked to produce passport and other documents. He was not issued a letter calling upon the Party I to join the duties after he allegedly abandoned his duties. Shri John Fernandes has admitted that does not remember having issued any memo to Party I for remaining absent from duties. Shri Kavish Sangodkar has also admitted that he cannot say whether any letter was issued to Party I calling upon him to join the duties after 18-02-2015 and whether any memo/chargesheet/enquiry were issued to/conducted/against him for abandoning his duties. He also admitted that when Party I reported on 18-02-2015 they asked him to produce the documents to substantiate his absence and did not allow him to join the duties. He also admitted that when Party I came after 41 days, they asked him to bring fitness certificate which he brought, subsequently.

22. It therefore shows that the Party I had no intention to abandon or relinquish services and had even brought the documents to support his absence from duties which was purely temporary

for a period of 11 days or so. The length of absence and the surrounding circumstances do not indicate that the employee intended to abandon the services. There was no voluntarily abandonment of services on the part of the Party I. It was never the case of Party II that they invoked the Clause (q) of the appointment letter for termination of his services. No such memo has been issued to Party I nor was any domestic enquiry conducted. The Party II unilaterally cannot assert that workman was not interested in employment and it is for this reason that the domestic enquiry was required to be held. No charge sheet has been issued nor have any enquiry proceedings been conducted to justify the plea of abandonment of services, more particularly when it is alleged by Party II that the Party I has abandoned his services. The burden of proof of voluntary abandonment of service is on Party II. It is also well established that if misconduct is the foundation of dismissal, the domestic enquiry is warranted. It is imperative on the part of Party II that an enquiry has to be preceded before the workman is terminated for misconduct. The Party II has admittedly not conducted any enquiry before the refusal of service to Party I and therefore the termination of the Party I is illegal and ab initio void and hence not sustainable in law. The Party I has thus proved that the Party II refused employment w.e.f 14-5-2015 and on the contrary, the Party II has failed to prove that the Party I willfully abandoned the services and did not return. It is therefore, the above issue No. 2 is answered in the affirmative.

*Issue No. 3:*

23. Party I Shri Marcelino has stated at para 9 of the claim statement that he is unemployed from the date of refusal of employment till date. The Party I had approached several offices for employment but was not successful in getting the employment. The action of the employer in refusing the employment is illegal. He has also reiterated at Para 12 of the affidavit the said facts. It is nowhere brought in the cross examination that he was working elsewhere. He however admitted that he is under medication and he has not made any efforts to seek employment elsewhere of account of his sickness. Be that as it may, the fact remains that Party I is unemployed from the date of refusal of his services till date. It is therefore issue No. 3 is answered in the affirmative.

*Issue No. 4:*

24. The Party II has claimed that the application is not maintainable under Section 2-A(2) of Industrial Disputes Act, however it is not explained

as to how the said application is not maintainable. The Party I at Para 1 of the application has stated that he filed the application dated 1-9-2015 for conciliation of the dispute before the Conciliation Officer in respect of illegal refusal of employment and the said dispute was registered as Case No. IRM/ALC(M)/COM/(23)/2015 and requisite notices were issued by Shri Milind Govekar, Asst. Labour Commissioner and Conciliation Officer, Panaji, Goa and the matter was fixed for appearance of the parties, which fact has been admitted by Party II in the written statement. There is no dispute that the Party I has filed the application after expiry of 45 days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute. Admittedly, the application was made before the Conciliation Officer dated 1-9-2015 and the present application came to be filed on 14-3-2016 which is more than 45 days and therefore, the Party I has complied with the mandates of Section 2-A(2) of Industrial Disputes Act. Moreover, Shri Kavish Sangodkar has admitted in the cross examination that the present application has been filed after expiry of 45 days from the date of filing of application before the Labour Commissioner by Party I. It is therefore, the application filed under Section 2-A(2) is maintainable. The Party II having failed to prove the above issue, it is answered in the negative.

*Issue No. 5:*

25. The next question is what reliefs the Party I is entitled to once it is held that the refusal of service is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate compensation in lieu of reinstatement.

26. Ld. Adv. Shri A. Kundaikar for the Party I has submitted that in case of wrongful termination of services, re-instatement with continuity in service with back wages is the normal rule. He further submitted that when an employer is found to be wrong as a result of which the workman is directed to be re-instated, the employer could not shirk his responsibility of paying the wages which the workman is deprived of by illegal or invalid action or where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself through the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted. In support of his contention, he relied upon the cases of

(i) **Hindustan Tin Works Pvt. Ltd. vs. Employees of Hindustan**, (1979) 2 SCC 80 and (ii) **Shambu Prasad vs. Presiding Officer & Ors.**, 2017 II CLR 223.

27. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the Party I is not entitled for any relief claimed by him in the present matter. He further submitted that the workman has no right to claim back wages as of right only because the Court has set aside his dismissal order in his favour and direct reinstatement as for back wages, the workman has to plead and prove with the aid of evidence that he remained unemployed or non gainful person anywhere. He further submitted that the factors for deciding quantum of wages are mainly non gainful employment of the workman, time spent in litigation, last drawn wages, paying capacity of the management at the relevant time, financial conditions of the workman, nature of job which was being performed by the workman, etc. etc. and that the workmen are paid 50% of total back wages for doing substantial justice to the parties and in support thereof, he relied upon the cases of (i) **The management of Regional Chief Engineer, P.H.E.D. Ranchi vs. Their Workmen Rep. by District Secretary**, 2018 LLR 1167 and (ii) **Rajasthan State Road Transport Corporation vs. Shri Phool Chand (Dead) Through: LRs.**, 2018 LLR 1169.

28. There cannot be any dispute that Courts have consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice when the industry might have been closed down or in severe financial doldrums; the workman concerned might have secured better or other employment elsewhere, where reinstatement is impossible and a host of factors like (i) the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, (ii) nature of appointment namely, whether adhoc, short term, daily wage, temporary or permanent in character, (iii) any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages, (iv) length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages

keeping in view the fact that at his age and the qualification possessed by him he may not be in a position to get another employment, and (v) the nature of employment as held in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324D.**

29. In the instant case, although Party I has proved that from 14-5-2015, he has been refused employment, he would not be entitled automatically for reinstatement and payment of full back wages, but would be entitled for monetary compensation, more particularly when there is no evidence adduced on record by Party I that his employment was permanent in character nor it has been proved that at his age and the qualification possessed by him, he may not be in a position to get another employment. It is also settled in case of **The management of Regional Chief Engineer, P.H.E.D. Ranchi**, supra that back wages cannot be claimed by the workman as of right merely because dismissal/termination is set aside. There is no dispute that the last drawn salary of Party I was Rs. 21,000/- as per Exh. 24 and that he worked for about 5 years. Therefore, considering the above, payment of 50% back wages to the Party I including the gratuity, leave and bonuses would be appropriate. There cannot be any dispute that in arriving at the amount of compensation, a reasonable guess work and approximation, is inherent and unavoidable. The record shows that the Party I was out of service for 46 months, that is from 18-2-2015 till date, which works out to be Rs. 9,66,000/- as total back wages. He is therefore entitled for 50% back wages as stated above, which would work out to Rs. 4,83,000/- and in addition, he is entitled towards gratuity of Rs. 50,000/- and Rs. 27,000/- towards leave and bonuses and therefore equity demands taking into overall consideration that monetary compensation of Rs. 5,60,000/- (Rupees Five lakhs sixty thousand only) would serve ends of justice, which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

30. In the result, I pass the following:

#### ORDER

- i. The application filed by Party I workman under Section 2-A(2) of the Industrial Disputes Act stands allowed.
- ii. It is hereby held that the action of the Party II in refusing the services of Party I, Shri Marcelino Fernandes with effect from 14-05-2015 is illegal and unjustified.

iii. The Party II is directed to pay monetary compensation of Rs. 5,60,000/- (Rupees Five lakhs sixty thousand only) within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.

iv. Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

#### Notification

No. 28/3/2018-LAB/10

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-11-2018 in reference No. IT/38/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 2nd January, 2019.

#### IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/38/02

Workmen,  
Rep. by Mormugoa Waterfront  
Workers' Union, Mukund Bldg.,  
2nd Floor, P. O. Box. No. 90,  
Vasco-da-Gama, Goa. ... Workmen/Party I  
V/s

M/s. Vishal Gomantak Shipping  
Co. Pvt. Ltd.,  
Salgaokar Chambers,  
P. O. Box No. 114,  
Margao-Goa. ... Employer/Party II  
Workmen/Party I represented by Ld. Adv. Shri P. J. Kamat.  
Employer/Party II represented by Ld. Adv. Mrs. M. Malar.

## AWARD

**(Delivered on this the 30th day of the month of November of the year 2018)**

By Order dated 12-06-2002, bearing No. 28/25/2002-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

(1) (A) *Whether the action of the management of M/s Vishal Gomantak Shipping Co. Pvt. Ltd., in terminating the services of the following workmen with effect from 17-01-2002, is legal and justified?*

(1) Dinu Pednekar	Crane Operator
(2) Vinayak Sawant	Crane Operator
(3) Shekar Kaskar	Crane Operator
(4) Thomas D'Silva	Crane Operator
(5) Agnelo D'Costa	Crane Operator
(6) Yeshwant Naik	Fitter
(7) Arun Pednekar	Fitter
(8) Sunil Naik	Fitter
(9) Sanjay Salgaonkar	Helper
(10) Ajit Chadonkar	Loader Operator
(11) Chandrakant Parab	Loader Operator
(12) Luis Dias	Electrician
(13) John Fernandes	Welder
(14) Prasad Naroji	Welder
(15) Ram Mahesh Bind	Labour
(16) Mukund Korkhankar	Labour
(17) Frank Vaz	Labour
(18) Sayad Gani	Labour
(19) Nandu Naik	Labour
(20) Krishna Pednekar	Labour
(21) Joao Cabral	Labour
(22) Sahadev Mothe	Labour
(23) Digamber Mothe	Labour
(24) Gurunath Pilapkar	Labour
(25) Namdev Gavandi	Labour
(26) Mahadev Shetye	Labour
(27) Albert Marnekar	Labour
(28) Laxman Yallappa	Labour
(29) Krishna Servikar	Labour
(30) Ankush Korgaonkar	Labour

(B) *Whether the action of the management of M/s. Vishal Gomantak Shipping Co. Pvt. Ltd., in refusing employment to the following workmen with effect from 18-01-2002, is legal and justified?*

(1) Francisco Colaco	Crane Operator
(2) Antonio F. Antao	Crane Operator
(3) Nelson Fernandes	Crane Operator

(4) Jose Fernandes	Crane Operator
(5) John P. S. Fernandes	Crane Operator
(6) Ganesh Nagzerkar	Crane Operator
(7) Joaquim Fernandes	Crane Operator
(8) Philip Fernandes	Crane Operator
(9) Vinod Naik	Helper
(10) P.R.B. Trinidad	Loader Operator
(11) Purshotam Naik	Loader Operator
(12) Vasant Rane	Welder
(13) Xavier Fernandes	Welder
(14) Vaibhav Naik	Labour
(15) Prabhakar Mamlekar	Labour
(16) Shiv Lingappa Harijan	Labour
(17) Rosario Miranda	Labour
(18) Francisco Borges	Labour
(19) Domnic Borges	Labour
(20) Paulo Colasco	Labour
(21) Soccoro Dias	Labour
(22) Manuel Colasco	Labour
(23) Pobris Colaso	Labour
(24) Michael Colaso	Labour
(25) Vishram Parab	Labour
(26) Shantaram Jadhav	Labour
(27) Arvind Pednekar	Labour
(28) Bernand Soares	Labour
(29) Suresh Naik	Labour
(30) Agustin Vaz	Shift Engineer

(2) *If not, to what relief the workmen are entitled?*

2. Upon receipt of the reference, IT/38/02 came to be registered and notices were issued to both the parties under registered A.D. post. Upon their appearance, Party I filed the Claim statement at Exh. 4 and Party II filed the Written statement at Exh. 6.

3. In short, the case of Party I is that the Party I workmen had been in continuous service of the management working on the transhipper owned by the management of Party II also named as Gosalia Shipping Company and Salgaocar Engineers on their vessels 'S. S. Sanjeevani' at Reddy Port (1989-90) at Mormugoa Port (1990-92) and 'M. V. Gosalia Prospect' (1992-97) at Mormugao Port and partly at Panaji Port and in 1998 till the date of termination at 'M.V. Sunrise' vessel at Panaji Port. Sometimes on 25-11-2011, the Party I workmen presented a joint application for joining the Union and accordingly, they were enrolled as the members of Mormugoa Waterfront Workers Union, Vasco-da-Gama and once the Party II came to know that they joined the Union, it resorted to vengeful and vindictive attitude against the workmen and terminated their services vide letters dated 17-1-2002 and 18-1-2002 respectively.



4. It is further the case of Party I that on account of action of management, the Union raised an industrial dispute vide its letter dated 25-01-2002 addressed to Additional Labour Commissioner and pursuant to that, a meeting was held, however the management admitted that the conditional termination notices were issued to them stating that immediate termination of the 39 workmen is done for the reasons that they remained absent from the work from 24-11-2001 to 17-1-2002 and as such they were treated to have abandoned the work and that they should report back to the work within 10 days. The workmen informed about their willingness to report for work and had denied the allegation of remaining absent. However, the conditions set down by the management including attributing misconduct to the workmen and forgoing their salary were false and malafide and as such the management did not participate in the conciliation proceedings. The Additional Labour Commissioner submitted the failure report and as a consequence, the Government made the present reference.

5. The workmen enlisted in Part A of the schedule never remained absent. The management at no point of time issued notices to the workmen attributing absence and/or calling upon their explanation neither any charge sheet was issued to them nor an enquiry conducted, much less the due procedure observed and instead straight away termination was ordered in flagrant violation of principles of natural justice. The workmen enlisted in Part B of the schedule were orally terminated and were refused work from 18-01-2002. The said workmen are also entitled for the same relief as in the case of workmen enlisted in Part A of the schedule. The above actions of the management are illegal and the Party I workmen are entitled for the relief claimed.

6. In the Written statement, the Party II has claimed that the appropriate Government for the purpose of dealing the matter is Central Government as all the workers working for Party II were working on ocean going vessel and therefore the State Government is not the appropriate forum. The Mormugao Waterfront Workers' Union does not represent the workers of Party II and therefore the entire reference is bad in law. The workmen in the reference except Mr. Antao was working on transhipper 'M.V. Sunrise' and in the month of August 2002, it was taken to Colombo for dry dock repairs and due to economic reasons, the office of Party II was closed from 27-11-2001 and therefore, the workmen were asked to report for work at Margao office and some of the workmen stopped

reporting to work and the company therefore vide their letter dated 17-1-2002 was compelled to issue notices of termination with a provision of a fair and benevolent opportunity to report for work on or before 01-02-2002 and taking said advantage, some of the workmen reported for work and some did not and on contrary replied by their identical letters dated 22-1-2002 giving false facts. The workers mentioned in Part B at no point of time refused employment as they had not reported for work for the reasons best known to them. The Union has raised the dispute making false allegations against the company. The workmen had not made out any case for granting any relief to the workmen.

7. In the rejoinder at Exh. 7, the Party I denied the case put forth by Party II in Written statement.

8. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I/Union proves that it has the authority to espouse the dispute of the workmen and represent them in the reference?
- (2) Whether the Party I/Union proves that the employer/Party II terminated the services of the 30 workmen named in Part 'A' of the reference with effect from 17-1-2002 and that the said termination is by way of victimization, illegal and unjustified?
- (3) Whether the Party I/Union proves that the employer/Party II terminated the services of the 30 workmen named in Part 'B' of the reference with effect from 18-1-2002 and that the said termination is by way of victimization, illegal and unjustified?
- (4) Whether the employer/Party II proves that the reference is not maintainable for the reasons stated in Para (a) and (c) of the written statement?
- (5) Whether the employer/Party II proves that the workmen named in Part A and Part B of the schedule of reference have not themselves reported for work?
- (6) Whether the workmen are entitled to any relief?
- (7) What Award?

9. In support of his claim, Party I examined Shri Francisco Rodrigues as WW-1 and produced on record a copy of letter dated 25-11-2001 of joining Union at Exh. W-1, a copy of termination letter dated 17-1-2002 to Mr. Thomas De Silva at Exh. W-2, a copy of letter dated 25-1-2002 to ALC,

Vasco at Exh. W-3, a copy of letter dated 1-2-2002 to ALC, Vasco at Exh. W-4, a copy of failure report dated 26-3-2002 at Exh. W-5, a copy of letter dated 27-10-2001 to Antao Francisco at Exh. W-6, a copy of union letter dated 21-1-2002 to Party II at Exh. W-7, a copy of union letter dated 25-1-2002 to ALC, Vasco at Exh. W-8, a copy of letter dated 22-1-2002 to Party II at Exh. W-9, a copy of letter dated 23-1-2002 to Mr. Thomas De Silva at Exh. W-10, a copy of Union letter dated 8-2-2002 to ALC, Vasco at Exh. W-11. The Party I also examined Shri Yeshwant Surya Naik as WW-2, Shri Vishram Tukaram Parab as WW-3, Shri Antonio Francisco Antao as WW-4 and produced on record copies of Form 16 from the year 1995 till 2002 and closed their evidence. On the other hand, the Party II examined Shri Francis D'Souza as EW-1 and produced on record a copy of Resolution dated 28-8-2014 at Exh. 40 and closed their case.

10. It is a matter of record that total eleven members of Party I workmen from Part A and Part B of the schedule expired during the course of the proceedings leaving behind their legal representatives and they are as follows:

## Part - A

- (1) Dinu Pednekar alias Dinu B. Pednekar alias Dinu Bhikaji Pote (20-10-2010)
  - (a) Lilawati Dinu Pote (wife)
  - (b) Eknath Dinu Pote (son)
  - (c) Nandu Dinu Pote (son)
- (5) Agnelo D'Costa alias Jose Agnelo D. Costa (13-11-2009)
  - (a) Ana Fancisco D'Costa (wife)
  - (b) Alfred D'Costa (son)
  - (c) Alzira D'Costa (daughter)
- (7) Arun Pednekar (14-07-2006)
  - (a) Mrs. Amita Arun Pednekar (wife)
  - (b) Amit Arun Pednekar (son)
  - (c) Kushal Arun Pednekar (son)
- (14) Prasad Naroji alias Prasad Mohan Naroji (20-03-2003)
  - (a) Priya Prasad Naroji (wife)
- (19) Nandu Naik alias Nandu Bhiku Naik (14-08-2007)
  - (a) Bhiku Naik (father)
  - (b) Prema Naik (mother)
  - (c) Vishwanath B. Naik (brother)
  - (d) Jitendra B. Naik (brother)
  - (e) Upendra B. Naik (brother)

- (25) Namdev Gavandi alias Namdev Gawandi (16-01-2007)
  - (a) Mrs. Chaya Gawandi (wife)
  - (b) Kalpana N. Gawandi (daughter)
  - (c) Santosh N. Gawandi (daughter)
- (29) Krishna Servikar alias Krishna Sarvekar (6-12-2007)
  - (a) Kavita Sarvekar (wife)
  - (b) Gayatri Sarvekar (daughter)
  - (c) Chitrakshi Sarvekar (daughter)

## Part - B

- (7) Joaquim Fernandes alias Joaquim Carmelino Fernandes (22-04-2008)
  - (a) Socorina Fernandes (daughter)
  - (b) Nazareth Fernandes (son)
  - (c) Duarte Fernandes (son)
  - (d) Rosalina Fernandes (daughter)
  - (e) Jalangina Fernandes (daughter)
  - (f) Hilda Fernandes (daughter)
  - (g) Sharmila Fernandes (daughter)
  - (h) Anita Fernandes (daughter)
- (8) Philip Fernandes @ Filipe Benicio Fernandes (18-10-2017)
  - (a) Mrs. Perpetua Gonsalves (wife)
- (10) P.R.B. Trindade alias Placiano Roberto Belarmino Trindade (30-11-2012)
  - (a) Maria Olga Filomena Fernandes (wife)
  - (b) Ralph D. Trindade (son)
  - (c) Regulas M. Trindade (son)
  - (d) Ruby Gonsala Trindade (daughter)
- (20) Paulo Colasco alias Paulo Colaco (12-11-2005)
  - (a) Pasciencia Colaco (mother)
  - (b) Lowrencia Colaco (sister)
  - (c) Francisco Colaco (brother)
  - (d) Cajetan Colaco (brother)
  - (e) Selvyn Colaco (brother)

11. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

12. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- |             |     |                     |
|-------------|-----|---------------------|
| Issue No. 1 | ... | In the Affirmative. |
| Issue No. 2 | ... | In the Affirmative. |
| Issue No. 3 | ... | In the Affirmative. |
| Issue No. 4 | ... | In the Negative.    |
| Issue No. 5 | ... | In the Negative.    |
| Issue No. 6 | ... | As per final order. |
| Issue No. 7 | ... | As per final order. |

## REASONS

*Issue No. 1:*

13. Ld. Adv. Shri P. J. Kamat for Party I has submitted that Additional Labour Commissioner had submitted a report on 26-3-2002 at Exh. W-5 to the Secretary, Labour, Panaji with a copy to Party I Union and Party II wherein the said Officer has stated that the dispute of the workmen has been raised by Party I Union and the said Union had participated in the conciliation proceedings throughout. The said fact is not in dispute. The failure report of Shri S. A. Deshpabhu, Additional Labour Commissioner clearly shows that Party I Union had participated in the conciliation proceedings and that Party II had filed a reply dated 1-2-2002 at Exh. W-4 to the Additional Labour Commissioner during the conciliation proceedings highlighting the names of the workmen who have been issued termination notices for not reporting to duty from 24-11-2001 to 17-1-2002 and had not disputed the jurisdiction of the State Government to take up the issue of the workers.

14. There is also no dispute that the Party I workmen had sent a letter dated 25-11-2001 at Exh. W-1 to the General Secretary, Mormugao Waterfront Workers Union for joining of their Union. The Party II were also informed vide letter dated 21-1-2002 at Exh. W-7 that 63 workmen have joined their Union and that any problem regarding the said workers should be discussed only with them. Exhibit W-3 is the letter written by the Union to Assistant Labour Commissioner informing that the 32 workmen have been illegally dismissed by the management of Party II on false charges without enquiry. Exhibit W-8 is the letter written by the Union to Assistant Labour Commissioner enclosing copy of their letter to the Managing Director of Party II along with signed letter from all the workers of transhipper 'M. V. Sunrise'. Exhibit W-11 is the letter written by Union to Assistant Labour Commissioner stating that 29 workers who have been refused work on 'M. V. Sunrise' shall be considered as part of the dispute. The said letters therefore show that the Party I had raised a dispute of all the 60 workmen named in the order of reference in schedule A and B.

15. The failure report also indicates that the dispute was raised by Party I Union and that the Union had participated and the management except for filing the written statement had not participated in the conciliation proceedings as reflected in the failure report at Exh. W-5. Shri Francisco Rodrigues has stated that he was the General Secretary of the Mormugao Waterfront

Workers Union and the Party I workmen were the members of the Union since December, 2001 consequent to their application dated 25-11-2001 for joining their Union and that all the workers were working on the transhipper called 'M. V. Sunrise' which is owned by Party II. Shri Francis D'Souza, the witness of Party II has admitted that the workmen in schedule A and B of the order of reference were last employed on the transhipper 'M. V. Sunrise' and it was owned and operated by Party II from Panjim Port from 1999 till 2002, which is a minor port. The documents including the letter dated 21-1-2002 at Exh. W-7 intimating that 63 employees of Party II have joined the Party I Union and the letter dated 25-1-2002 at Exh. W-8 enclosing their copy of letter to the Managing Director of Party II clearly disclose that the Party II was aware that the dispute of termination has been raised by the workmen against Party II under the Industrial Disputes Act.

16. Shri Francis D'Souza has admitted at Para 9 of the affidavit that the workmen referred in schedule B have raised the dispute before the Assistant Labour Commissioner, Vasco of alleged illegal dismissal of 31 workers on the allegation that they have been refused work, which show that the Union had raised dispute before the Appropriate authority in the matter of illegal termination of the services. Needless to mention, the present dispute is of termination of services of workmen in schedule A and B of the order of reference. There is also no dispute that Section 10(1) of the Industrial Disputes Act empowers the appropriate Government to refer the existing or apprehended industrial dispute or any matter appearing to be connected or relevant to the dispute relating to any item specified in the second schedule to a Labour Court or the Industrial Tribunal for the adjudication. The present dispute is of the termination of the services/refusal of employment to the workmen of said transhipper 'M. V. Sunrise' w.e.f. 17-1-2002 and 18-1-2002. Such a dispute can be raised by an individual workman or by substantial number of workmen or by a Union recognised or otherwise in the representative capacity. The Party I has admittedly raised the dispute before the Appropriate authority demanding re-instatement and other benefits and the Party II had not disputed the same before the Conciliation Officer. The Party II has not disputed the above referred documents produced before the Conciliation Officer nor disputed the representative capacity of the Union to raise the dispute on behalf of the Union and therefore, the Union has locus standi to represent the workmen. It is in such circumstances, issue No. 1 has to be answered in the affirmative.

Issue No. 2, 3 and 5:

17. Learned Adv. Mrs. M. Malar for Party II has submitted that the Party I workmen abandoned the work when they were requested to report for work at Margao office by 1-2-2002 after Vasco office was closed due to financial reasons vide letter dated 23-1-2002, however none of the workmen reported for duty and completely abandoned the work. The workmen in their own evidence have stated that they never reported for work as per letter dated 22-1-2002 at Exh. W-9 and hence, the Party II was left with no choice but to issue written communication to the workmen as they had willfully abandoned the employment and showed no intention to report for work. She further submitted that to constitute abandonment from service, there must be total or complete giving up of duties so as to indicate an intention not to resume the same. There is no evidence to indicate that Party I workmen desired to join the duty and were prevented from doing so, as inspite of intimation they did not report to work at the head office at Margao which shows total or complete giving up of duties and therefore, not entitled for any relief as held in the case of **G. T. Lad & Others vs. Chemical and Fibres of India Ltd., (1979) 1 SCC, 590.**

18. Per contra, Ld. Adv. Shri P. J. Kamat for Party I has submitted that the term 'abandonment' means relinquishment of an interest or claim and that abandonment according to Black Laws Dictionary, when used in relation to an office means 'voluntary relinquishment'. It must be total as to indicate an absolute relinquishment and the failure to perform the duties pertaining to the office must be with actual or imputed intention, on the part of the officer to abandon and relinquish the office. The intention must be inferred from the acts and conducts of the party and is a question of fact and that temporary absence is not ordinarily sufficient to constitute an abandonment of office. He further submitted that the Party II had sent a letter dated 17-1-2002 at Exh. W-2 to the workmen contending absenteeism for work from 23-11-2001 to 17-1-2002 for 55 days and contended that the workmen had abandoned the work. The said workmen had sent replies dated 22-1-2002 at Exh. W-9 denying the contention of Party II of not reporting for work and claiming that they regularly reported for work for 6 days in a week and their termination is illegal. The intention of the said workers not to abandon the work with Party II is clear from said replies. The reliance placed on the above citation is applicable to the case of Party I and therefore the above issues have to be answered accordingly.

19. It is well established by the Apex Court in the case of **G. T. Lad & Others**, supra that in order to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Failure to perform duties pertaining to an office must be with actual or imputed intention on the part of the officer to abandon and relinquish the office. The intention may be inferred from the acts and conduct of a party and is a question of fact which could be determined in the light of surrounding circumstances in each case. Temporary absence is not ordinarily sufficient to constitute abandonment of office. When the absence of workmen from duty was purely temporary, it cannot be construed as their voluntary abandonment of the company's service. To abandon service means to detach, unfasten, undo or untie the binding knot or link which holds one to the office and obligations and privileges that go with it. It is also well settled in the case of **Gangaram K. Medekar vs. Zenith Safe Mfg. Co. and Ors, 1996 1 CLR 172** that the onus to prove the voluntary abandonment or not reporting for work is on the employer and if the employer has not adduced evidence on the same, the benefit has to go to the workmen.

20. In short, abandonment or relinquishment of service is always an intention which cannot be attributed to an employee without adequate evidence in that behalf and whether there has been a voluntary abandonment of service or not, is a question of fact, which has to be determined in the light of surrounding circumstances in each case. The employer unilaterally cannot say that the workman is not interested in employment and it is for this reason that a domestic enquiry is required to be held and the burden of proving the same is on the employer as it is their plea that the workman abandoned the service as it is well settled principle of law that if a misconduct which is an abandonment of service is the foundation of the dismissal, then the domestic enquiry is warranted before the workman is terminated for misconduct as in order to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same.

21. The Party I examined Shri F. X. Rodrigues, General Secretary of Party I Union. He has deposed that the services of workmen in reference were dismissed by Party II vide letters dated 17-1-2002. Exh. W-2 is a facsimile of the termination letter issued to the workmen, so also that Exh. W-9 is the facsimile of the letter dated 22-1-2002 written by workmen to Party II in reply to letter dated 17-1-2002 of termination denying that the workmen



have not been reporting for work from 24-11-2001 to 17-1-2002 or that they abandoned the work and requested to withdraw termination letters. There is no dispute that Party II had terminated the services of 30 workmen in Part A of the schedule w.e.f. 17-1-2002 and 30 workmen in Part B of the schedule, who have been alleged to have abandoned the services w.e.f. 18-1-2002. The management has claimed in the written statement that the workmen in Part A and Part B of the schedule have not reported within opportunity period upto February, 2002 and have given the names of the workmen who according to them have abandoned the work/not reported within opportunity period upto February, 2002.

22. Shri Yeshwant Naik has stated that the workmen were actually working on the said transhipper during the operational season and during non-operation season; the workers were deputed for various incidental jobs at Cortalim, Shipyard, etc. The witnesses, Shri Vishram T. Parab and Shri Antonio Antao have also echoed the case of the above witness. Shri Francis D' Souza, the management witness has admitted in the cross examination that every year the operations of transhipper are from September to May of the next year and no operations are carried on in monsoon season. He also admitted that the said transhipper was in operation at Panaji Port from September, 2001 to May, 2002. It is not explained by Party II as to who were the workmen who were on duties when the transhipper was admittedly in operation at Panaji Port from September, 2001 to May, 2002. No letters were also issued to the Party I workmen for alleged non-reporting for work, which clearly shows that the said transhipper was in operation till May, 2002 at Panaji Port and that the workers were working on the said transhipper during the said period.

23. The truth that the workers were working on the said transhipper upto 22-11-2001 was clear from the fact that the said workers were paid their wages upto 22-11-2001 as per clause 6 of termination letter at Exh. W-2, whereas clause 5 of the said letter shows that the date of abandonment is 23-11-2001 as it is alleged in the said letter that the workers had not reported for work from 23-11-2001 to 17-1-2002 which cannot be accepted as it is the case of Party II that they have abandoned the work from 17-1-2002 and 18-1-2002 respectively. Shri Francis D'Sousa has claimed that the workmen were asked to report at Margao head office on 23-11-2001, whereas Para A of the written statement states that the workers were asked to report for work at head office at Margao due to

closure of Vasco office from 23-11-2001 for economic reasons. No attendance register of the workers of 2001 showing absenteeism has been produced on record. It is stated in Para B of the written statement that some workers had reported for work in response to the letter dated 17-1-2002 but the Party II had not given the names of such workmen nor produced any record including attendance register of Margao head office.

24. Shri Francis D'Souza has admitted that around 60 workers of Part A and Part B of the schedule to the order of reference had reported for work as per the option given in the said letter dated 17-1-2002 at Exh. W-2. *Ld. Adv. Mrs. M. Malar* for Party II has stated that the workmen who had reported for work at Margao office were not the part of the workmen referred in the present reference, however the Party II has not specified the names of the workmen in the written statement but, on the contrary, Mr. Francis D'Souza has admitted in the cross examination that 60 workmen had responded and reported for work. He has also not claimed that 60 workmen were not part of present workmen concerned in the reference. There is nothing on record that the workers were not willing to work on the said transhipper from November, 2001 to January, 2002, on the contrary the evidence shows that the Party I workmen had reported for work but they were not allowed to work from 23-11-2001 on the ground that they had absented from work w.e.f. 23-11-2001.

25. Once, it is admitted that sixty workmen from Part A and Part B of the schedule had reported for work as per option given in the letter dated 17-1-2001 at Exh. W-2, there is no question of abandonment of work on the part of Party I workmen, more particularly having regard to documents including the letter dated 17-1-2002 of Party II at Exh. W-2 and the reply of the workmen at Exh. W-9 denying the same and claiming that they reported for work 6 days a week. The intention of Party I workmen not to abandon the work is very clear from the said replies. It is therefore when the intention of workmen concerned is clear to the effect that they were ready to work, the case of Party II that they have abandoned the work fails. Moreover, the so called absenteeism is not for too long period to call it voluntarily abandonment of services and therefore, it can be safely said that the Party II have failed to prove the abandonment, but on the contrary the Party I have sufficiently proved that Party II refused employment to the workmen of Part A and Part B of the schedule of reference and that the said refusal is illegal and unjustified in the eyes of law.

26. Be that as it may, even if it is presumed that the allegation of Party II that the workmen were not reporting for work w.e.f. 23-11-2001, the act on the part of said workmen would be misconduct. It is well settled that if misconduct is the foundation of dismissal, then a domestic enquiry is warranted. It is well settled in the case of **D. K. Yadav vs. J. M. A. Industries Ltd., 1993 SCC (L&S) 723** that no man should be condemned unheard in order to prevent authority from acting arbitrarily affecting the rights of the person concerned and that no decision must be taken which will affect the right of any person without his/her being informed of the case and giving him/her an opportunity of putting forward his/her case as an order involving civil consequences must be made consistently with the rules of natural justice and fair play. The Party II unilaterally cannot claim that the workers were not interested in the employment as they are required to institute a domestic enquiry against the workmen and prove that the workmen have not been reporting for work/abandoned the job before terminating the services. The contention of Ld. Adv. Mrs. M. Malar that domestic enquiry is not mandatory therefore cannot be accepted in view of above facts.

27. Moreover, there is no evidence on record in support of the contention that the Party I have been absenting from work from 23-11-2001. Shri Francis D'Souza has stated that he has no knowledge regarding absenteeism of Party I workmen nor he had produced any attendance record. The Party II had not conducted any enquiry before terminating the services of Party I workmen for alleged absenteeism nor adduced any evidence before the Tribunal to prove the same. In fact, the witness, Shri Francis had admitted in the cross examination that he is not aware if before issuing the said letters of termination to the said workers, the Party II had issued any show cause notice or chargesheet alleging misconduct or absenteeism or abandonment of services. He also admitted that he had not sent any letters to the said workers in November, 2001 or December, 2001 intimating them that they have not been reporting for work from 23-11-2001 nor he has produced documentary evidence in that regard. The Party I having proved that the refusal of services of Party I workmen named in the reference by Party II is in violation of principles of natural justice, the said termination of the workers named in the reference w.e.f. 17-1-2002 and 18-1-2002 respectively is illegal and unjustified. It is therefore, issues No. 2 and 3 are answered in the affirmative and issue No. 5 is answered in the negative.

#### *Issue No. 4:*

28. Learned Adv. Mrs. M. Malar for Party II has submitted that the reference is not maintainable for the reasons stated in Para A of the written statement namely the appropriate Government for the purpose of dealing with the matter is the Central Government as all the workers working for Party II were working on a ocean going vessel whereas the matter has been dealt by State Government which is not an appropriate forum as per relevant provision of Industrial Disputes Act. However, as rightly submitted by Ld. Adv. Shri P. J. Kamat for Party I, Shri Francis D'Souza, the witness of the management has admitted that the said vessel 'M. V. Sunrise' was operating from Panjim Port from 1998 till 2002 which is a minor port. He has also admitted at Para 4, page 3 of the cross examination that the said workers were reporting at Panaji at Minor Port Office near Custom House, Panaji and that he had to make gate passes of all such workers who had reported at Panaji Port for work for going to the Transhipper. There is no dispute that Panaji Port is the Minor Port and in terms of Section 2(A)(ii) of the Act, the appropriate Government to refer the dispute for adjudication is the State Government. It requires no mention that in the cases relating to Major Ports, the appropriate Government for adjudicating the dispute is the Central Government in terms of Section 2(A)(i) of the Act. The Panaji Port being the Minor Port, the appropriate Government to refer the dispute for adjudication is the State Government and therefore, the present dispute referred by the appropriate Government of State of Goa to the Tribunal for adjudication of the dispute is proper and justified. It is therefore the above contention of Ld. Adv. Mrs. M. Malar cannot be accepted having any merits and hence, the above issue No. 4 is answered in the negative.

#### *Issue No. 6 and 7:*

29. Learned Adv. Shri P. J. Kamat for Party I has submitted that the action of Party II in refusing employment and terminating their services is illegal and unjustified. The Party I workmen are therefore entitled to reinstatement in service with full back wages, continuity in service and other benefits. Ld. Adv. Shri P. J. Kamat has submitted that the Party I workmen are entitled for minimum wages under Minimum Wages Act in scheduled employment viz. employment in any shop and commercial establishments other than residential hotel, restaurant or eating house for skilled workmen consisting of Electrician, Crane Operators, Fitters, Welders, Shift Engineer, Loader

Operators and unskilled workers consisting of Helpers and Labourers and in support thereof, he has relied upon the following Notifications issued by the Department of Labour, Government of Goa, viz. (1) No. CL/3-11/(31)/- 99/4646 dated 18-9-2000; (2) No. 28/29/2001/LAB dated 26-06-2003; (3) No. 28/33/2006-LAB dated 14-03-2007; (4) No. 24/21/2009-LAB dated 7-5-2010; (5) No. 24/21/2009-LAB-I dated 4-3-2013; (6) No. 24/21/2009-LAB-II dated 23-5-2016 and Order No. CLE/PA/MWA-VDA/(10)/2016/2136 dated 4-5-2017 and Order No. CLE/PA/MWA-VDA/(10)/2016/1486 dated 16-3-2018 issued by the office of the Commissioner, Labour and Employment. He therefore submitted that the workers who have completed nearly 20 years of service have to be compensated adequately.

30. Per contra, Ld. Adv. Mrs. M. Malar has submitted that the Party I have abandoned the services of Party II and therefore they are not entitled for any back wages or reinstatement in service. She further submitted that a pragmatic view of the matter has to be taken by the Court realizing that an industry may not be compelled to pay to the workmen for the period during which they apparently contributed little or nothing at all to it and/or for a period that was spent unproductively as a result whereof the employer would be compelled to go back to a situation which prevailed many years ago namely when the workmen were retrenched. She further submitted that the workmen did not plead that they after their retrenchment were wholly unemployed or were not gainfully employed during said period. She also submitted that it is well settled that when the workmen have not worked, they are not entitled for any pay which is on the principle that 'no pay for no work' and in support of her contention, she relied upon the following cases: (i) **Rajasthan State Road Transport Corporation, Jaipur vs. Shri Phool Chand (Dead) Through L.Rs, Civil Appeal No. 1756/2010 dated 20-09-2018**; (ii) **U.P. State Brassware Corpn. Ltd. and another vs. Uday Narain Pandey, (2006) 1 SCC 479**.

31. The question therefore is what reliefs the Party I/workmen are entitled to, once it is held that the refusal/termination is illegal, whether they are entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

32. Needless to mention, the Court may substitute re-instatement by compensation on justifiable grounds viz. where the industry is closed or where the employee has superannuated or going to retire shortly and no period of service is left to his credit or where workman has been rendered incapacitated to discharge the duties and is not fit to be reinstated or when he has lost confidence of the management to discharge duties. The Party I have proved that the refusal of their services were illegal and without following the principles of natural justice. The employer has terminated the services of Party I w.e.f. 17-1-2002 for Part A workers and 18-1-2002 for Part B workers. The workmen have however not pleaded as well as deposed that they were unemployed during the said period. There is also no dispute that some of the workmen have expired and some have already crossed the date of superannuation. There is also nothing on record that the workmen were permanent workmen. The appointment letters have not been produced on record. There is also no evidence that Party II is still functioning and is carrying on business at Goa. They are therefore not entitled for reinstatement in service.

33. The Party I have also not produced on record the last drawn salaries of any of the workmen. The Notifications of minimum wages relied upon by Party II varies from Rs. 85/- to Rs. 423 from the year 1-10-2000 till date for skilled workers and Rs. 60/- to Rs. 310/- from the year 1-10-2000 till date for unskilled workers. The above orders of office of the Commissioner, Labour and Employment have revised the rates of VDA on the basis of average Consumer Price Index number for various categories of employees in the Scheduled Employment. There is no dispute that no compensation has been paid to the Party I workmen and that they are entitled for atleast minimum wages and other benefits as per the said Notifications and Orders. The workers from Part A from Sr. No. 1 to 8 and 12 to 14 were skilled workers and the others were unskilled workers. The workers from Part B from Sr. No. 1 to 8, 10 to 13 and 30 were skilled workers and others were unskilled workers. The workmen however cannot claim entire back wages from its employer as of right as they have to plead and prove with the aid of evidence that after his refusal from service, they were not gainfully employed anywhere and had no earning to maintain themselves and their families, which they have failed to prove and therefore the workmen would not get back wages in its entirety. It would therefore be just and proper and in the interest of justice to award the workers of Part A and Part B of the schedule, 50% of the total back wages along with other consequential benefits like in the case

of **Rajasthan State Road Transport Corporation**, supra. It is therefore ends of justice would be met, if the Party I workmen are paid 50% of total back wages along with other consequential benefits to be calculated on the basis of above Notifications and Orders, which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issues are answered accordingly.

34. It is also a matter of record that Shri Antonio Antao at Sr. No. 2 of Part B is not entitled for any relief as he admitted on page 6 of cross examination that he was handed over the letter of termination at Margao head office by Gosalia Shipping Pvt. Ltd. Shri Francis Rodrigues has also admitted on page 5 of the cross examination that the termination letter dated 27-10-2001 at Exh. W-6 was issued to Antao Francisco by Gosalia Shipping Pvt. Ltd. and that the Party II had not issued any termination letter to Shri Antao Francisco. It is therefore workman at Sr. No. 2 of Part B is not entitled for any reliefs nor he can be part of the present reference as admitted by their own witness.

35. In the result, I pass the following:

#### ORDER

- (i) The reference stands partly allowed.
- (ii) It is hereby held that the action of the management of M/s Vishal Gomantak Shipping Co. Pvt. Ltd., in terminating the services of the workmen mentioned in Part A and Part B of the schedule, except workman at Sr. No. 2 of Part B, Shri Antonio F. Antao, with effect from 17-01-2002 and 18-1-2002, is illegal and unjustified.
- (iii) The Party II is directed to pay 50% of total back wages along with other consequential benefits to the Party I workmen mentioned in Part A and Part B of the schedule, except workman at Sr. No. 2 of Part B, Shri Antonio F. Antao, to be calculated on the basis of above Notifications and Orders.
- (iv) The Party II is directed to deposit back wages along with other consequential benefits as stated above before the Tribunal within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (v) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

#### Notification

No. 28/3/2018-LAB/11

The following Interim Order passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-11-2018 in reference No. IT/8/17 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 2nd January, 2019.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/8/17

<p>Workmen, Rep. by the General Secretary, Gomantak Mazdoor Sangh, G-5, Macedo Apartments, Tisk, Ponda-Goa.</p>	<p>... Workmen/Party I</p>
<p>V/s M/s. Chowgule Industries Pvt. Ltd., Campal, Panaji, Goa-403 001.</p>	<p>... Employer/Party II</p>
<p>Workmen/Party I represented by Ld. Adv. Shri S. P. Gaonkar. Employer/Party II represented by Ld. Adv. Shri R. Kinnerkar.</p>	

#### INTERIM ORDER

(Delivered on this the 30th day of the month  
of November of the year 2018)

This Order shall dispose of the application at Exh. 4 filed by the Party I for interim relief of Rs. 5000/- per month per workman.

2. Briefly stated, the case of the Party I is as follows:

That the Union is representing the workmen employed by the Party II. The Party II is a company registered under Companies Act having business of sales and service of vehicles of all India No. 1 car manufacturing company namely M/s. Maruti Udhog Limited and Swaraj Mazada at Fatorda,



Panaji, Mapusa and many other places in Goa and that the Party II started its sales and service activities in Goa from the year 1986 at Vasco and since then, the Party II has expanded its business all over the Goa with modernized sales and service centres at Fatorda, Panaji, Mapusa, Vasco, Canacona, etc.

3. That in the month of May, 2008 almost all the permanent workmen employed by the Party II have joined Gomantak Mazdoor Sangh and on receipt of the joining letters from the workers, the Sangh had informed the management vide their letter dated 14-5-2008 that almost all the workers have joined its Union and requested for a joint meeting and that the Union has also informed the management the names of the Local Committee and that as the existing settlement was expiring on 30-6-2008, the workers have decided to submit the Charter of demands and accordingly, the Union has submitted the Charter of demands vide their letter dated 10-6-2008 and that in order to avoid the confusion, the workmen and the Union waited for the outcome of the reference under No. IT/29/09. The Hon'ble Tribunal was pleased to pass an Award dated 13-7-2015 in the above reference and was pleased to consider the period of four years that is from 01-07-2008 to 30-06-2012 thereby upholding the contention of the Union and the workmen. The final Award dated 13-07-2015 passed by the Hon'ble Tribunal in IT/29/09 has been affirmed by the Hon'ble High Court of Bombay at Goa in Writ Petition No. 739 of 2015 by its order dated 18-12-2015 and by Hon'ble Apex Court in Special Leave Application No. 8329 of 2016 by dismissing the appeal filed by the Party II. The Charter of demands dated 10-6-2008 only covered the period from 1-7-2008 to 30-6-2012. The practice in the establishment since the first wage settlement was to enter into wage settlements for a period of four years and revise them thereafter and hence the Hon'ble Tribunal was pleased to consider the period of four years duration and gave the liberty to the workers to submit the Charter of demands from 1-7-2012.

4. Accordingly, the Union had raised the dispute on 6-6-2016 on the Charter of demands dated 28-6-2012 covering the period from 1-7-2012 to 31-3-2016 and this was in line with the long standing practice and custom prevailing in the present establishment. The Hon'ble Tribunal has granted hardly Rs. 1800/- increase per month which is too meager to meet the day to day needs of the workmen and that in the month of April 2012, the Consumer Price Index was 4679 (1960=100) and whereas in the year in the month April 2017, the

Consumer Price Index was increased to 6325 (1960=100) and therefore, there is tremendous increase in the inflation and the wages paid to the workmen are insufficient to meet the day-to-day needs of the workers and due to the tremendous increase in the Consumer Price Index and also the tremendous increase in the inflation, the workers are in need of immediate relief to meet the increasing cost of living. It is also stated that already four years have passed and to adjudicate the Charter of demands in the reference will take another 4 years considering the past record. Therefore, it is urgent need to grant the interim relief. The present wages of the workers (in all grades) are at a level below 'minimum wages' and thus the wages are to be brought to a level of at least a 'fair wage' and in the alternative to the level of 'living wage'.

5. The employer has been in prime financial health showing profits and thus would be in position to bear any additional burden imposed by way of revision of wages. There has been tremendous increase in the inflation rate and as such the real value of the rupee is deteriorated and hence, the value of the wages presently paid to the workmen is also deteriorated and workmen are put to a great loss. The Party II revised the salary of the officers on yearly basis and they are provided with all the facilities and other benefits every year and the workers are not paid even fair wages, inspite of having the capacity of paying the living wage. The cost of living in Goa is highest in the Country and as such in order to meet the basic needs of the workmen, their demand for interim relief is fair, just and reasonable. Hence, the application filed along with affidavit of Shri Puti Gaonkar in support thereof.

6. The Party II filed a reply through HR-Sr. Manager, Shri Sujay Rao inter-alia contending that the Hon'ble Tribunal has no jurisdiction to entertain the present reference as Award between the same parties was passed by the Industrial Tribunal on 13-7-2015 in reference No. IT/29/09 and the present Charter of demands is made for a prior period starting and ending from 1-7-2012 to 31-1-2016 which cannot be entertained by the Tribunal. The number of workmen represented by Party I Union is miniscule as vast majority of employees are satisfied to the total package received by them after the Award dated 13-7-2015. The matters covered by the previous Award cannot be referred to adjudication during the currency of such an Award. The financial position of the company is not sound as the major incomes reflected in the Balance Sheet are from interest on deposits, insurance and warranty

claimed, etc. The Union is also responsible for instigating, provoking and disturbing the peace as they have gone on strike causing monetary loss to the company. The demands made in the application are not based on settled principle of law. The Party I has no locus standi to represent the workmen. The expenditure on salaries and other aspects connected with the workmen concerned are increasing day by day without any corresponding increase in the income generated from any of the activities of the workmen. No case has been made out by Party I to grant any reliefs.

7. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

8. Learned Adv. Shri S. P. Gaonkar for Party I has submitted that the power to grant interim reliefs is settled by various decisions of Hon'ble Apex Court which had laid down parameters for grant of interim reliefs by the Industrial Tribunal. The prima facie case has been spelt out by Party I workmen as they have been deprived of wages which resulted in cutting down the purchasing power of pay package of the workmen and it is difficult to survive in the present economy with prices of essential commodities rising day by day, however salary of the workmen has not been increased in any substantial manner. The Consumer Price Index (CPI) has increased by 32.07% from July 2012 to July, 2016. The workmen are at disadvantage in the litigation which they are fighting with depleted value of the salaries. The financial capacity of the employer is strong. Balance of convenience is in favour of Party I workmen as last Award dated 13-7-2015 has not been implemented and their wages have not been revised. It is therefore interim relief to the tune of Rs. 5,000/- per workman be granted.

9. Per contra, Ld. Adv. Shri R. Kinnerkar for Party II has submitted that the Party I is not entitled for any reliefs as the Union has not produced data of comparable concerns of industry cum region and that the increments for the relevant period for 2012-2016 as per the work and performance have already been paid to the workmen. The financial burden cannot be foisted on the company as they have been paid for the work already done by the workers and any additional amount, if granted by the Tribunal will be for the work not done by them nor the same can be recovered in terms of additional work at this stage in any form or kind. The old Balance Sheet produced by the Union and the documents are irrelevant and has nothing to do with the present reference. The application for interim relief therefore be dismissed.

10. It is well settled that the Tribunal has powers to grant interim reliefs in terms of 'incidental thereto' occurring in Section 10(4) of Industrial Disputes Act as held in the case of **Management Hotel Imperial, New Delhi and others vs. Hotel Workers Union, 1960 (1) SCR 476**. It is also well established that merely because Court is vested with the powers of granting interim relief in an application under Section 2-A(2) of the Industrial Disputes Act, the same would not relieve Party I from establishing the three preconditions required for seeking such a relief as pointed out in the judgment in the case of **Mahindra & Mahindra Limited vs. Dwarkanath Babaji Dalvi & Anr., 2006 I CLR 902**. The Hon'ble High Court of Calcutta in **Webel Nicco Electronics Ltd. vs. Anima Roy, 1997(II) CLR 158**, has laid down the parameters for grant of interim relief by the Industrial Tribunal. These parameters are (a) prima facie case and (b) balance of convenience.

11. The following points therefore arise for my determination which is mentioned along with their findings and reasons thereof.

Points	Findings
1. Whether the Party I have made out a prima facie case for grant of relief claimed?	In the Affirmative
2. Whether irreparable loss and inconvenience would cause to Party I in case of non grant of relief claimed?	In the Affirmative

#### POINT 1

12. The present reference is for the Charter of demands raised by the Union for the years 2012-2016. The earlier Charter of demands have been admittedly decided by an Award dated 13-7-2015 in IT/29/09 by the Tribunal wherein out of 17 demands, only 8 demands were partially allowed. The period of said demands was restricted upto 2012 since the earlier settlement has expired in the year 2008. The company, it appears has refused to negotiate with any workmen or the Union since 2012 and no wage increase has taken place which resulted in the disposal of the reference No. IT/29/09 on 13-7-2015. There is not a substantial rise as only 8 out of 17 demands were granted by the Tribunal. The said Award has become final after the Hon'ble High Court of Bombay at Goa dismissed the Writ Petition filed by Party II. There also cannot be any dispute that the Apex Court refused to entertain the Special Leave Petition filed by the company. It is a matter of record that the

Union had filed proceedings under Section 33-C(1) before the Office of the Commissioner, Labour and Employment which had been stayed by the Hon'ble High Court and subsequently it was dismissed by Order dated 29-10-2018. It is therefore the benefits of the wage increase as per the Award passed by the Hon'ble Tribunal has not been received by the workmen concerned.

13. Needless to mention, the deprivation of increase in wage has reduced the purchasing power of the pay-package of the workmen. The salary of the workmen has not increased in any substantial manner as seen from the pay slips of the workers at Exh. 16 colly and Exh. 17. It is well settled that the inflation always reduces the real value of rupee and the said factors along with rising Consumer Price Index has to be considered. The salary slips produced on record show that though it appears that salaries have increased but after the impact of inflation the increase is minimal as in the same period the Consumer Price Index has changed i.e. for July 2012: 212, July 2013: 235, July 2014: 252, July 2015: 263, July 2016: 280 respectively. It is therefore, the CPI has increased by 32.07% (Base 2001=100). Needless to mention, the rise in the CPI as well as the impact of inflation constitutes prima case for grant of interim relief. It is well settled that the wages are among the major factors in the economic and social life of the working classes. Workers and their families depend almost entirely on wages to provide themselves with the three basic requirements of food, clothing and shelter.

14. Importantly, there is no VDA paid in case of workmen viz. Anand Naik, Nilesh Sawant, Audhut Samant, Viprav Vasta and Dilip Kavelkar as seen from their pay slips, despite the earlier Award dated 13-7-2015 which has fixed a figure for VDA but no VDA is being paid to the said workers and without VDA, the pay of the workers cannot be protected against the rise of inflation as held by the Hon'ble Apex Court in the case of **Hindustan Lever Ltd. v/s V.N. Dongre, (1994) 6 SCC 157**. The figures paid as 'incentives' and 'ad hoc' which are again unknown variables can be stopped/withdrawn by the Employer at any point of time. The employer has distorted the pay structure to the prejudice of the workmen. The figures also show that though HRA of 30% of basic was awarded by the Tribunal in its Award dated 13-07-2015, HRA is not being paid at that rate. Children Education Allowance of 200/- per month as awarded is also not being paid, Washing allowance of 300/- per month as awarded

is also not being paid. These factors constitute a strong prima facie case for the grant of interim relief as rightly pointed out by Ld. Advocate Shri Gaonkar. The financial condition of the Employer is strong and no evidence to the contrary is produced by Party II. The profits, before taxation in the year 2009-10 were Rs. 19,83,51,000/- which had increased from Rs. 10,98,58,000/- of the last year as per the Balance Sheet. It is also a matter of record that in the year 2010-11, the profits, before taxation were Rs. 17,37,32,000/- which clearly show that there is a healthy financial capacity. The above submissions of Ld. Advocate Shri Kinnerkar therefore pale into insignificance. The Party I having proved a prima facie case in its favour, the above point is answered in the affirmative.

#### POINT 2

15. There is no dispute that my predecessor in Reference No. IT/29/09 vide order dated 5-4-2011 has granted Rs. 750/- per month as interim relief from the date of application till final award and that amount paid by way of interim relief shall be adjusted at the time of passing of the final Award. There is also no dispute that the Final Award came to be passed on 13-7-2015 by which an amount of Rs. 2,000/- and above per month has been awarded to the workmen and that the Hon'ble High Court as well as Apex Court have maintained the said Award. Needless to mention, balance of convenience is also in favour of Party I considering the fact that the workmen is at a disadvantage in this litigation which they are fighting with depleted values of their salaries and that the financial capacity of the Employer is strong. Moreover, the last Award dated 13-07-2015 has not been implemented by the Employer at all and therefore, the wages has not been revised. Hence, the above point is also answered in the affirmative.

16. The next question that arises determination is the quantum of interim compensation to be paid. The Party I is claiming an amount of Rs. 5000/- per month as interim relief, however, not supported the basis on which the said amount has been claimed. Nonetheless, considering that the Award has been passed on 13-07-2015 which has not been implemented till date and that there is more than 30% increase in Consumer Price Index (CPI) for the year from 2012 to 2016, the interim relief of Rs. 2,500/- per month can be considered to be just and proper, fair and reasonable which is required to be granted from the date of filing the application.

17. Having said so, I pass the following:

**ORDER**

- (i) The application filed by Party I at Exhibit 4 stands partly granted.
- (ii) Consequently, the Party II shall pay Rs. 2,500/- (Rupees Two thousand five hundred only) to the workmen per month as interim relief from the date of application till final disposal of the reference.
- (iii) The arrears of interim relief shall be paid within 3 months from the date of publication of Interim Award.
- (iv) The amount paid by way of interim relief shall be adjusted at the time of final disposal of the reference.
- (v) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

◆◆◆  
Department of Personnel

**Order**

No. 13/19/2016-PER/018

Whereas, the Government vide order No. 13/19/2016-PER/2067 dated 29-06-2018 was pleased to grant extension in services to Shri Jose Elizeu D'Mello, Executive Engineer (Elect.), Electricity Department for a period of six months w.e.f. 01-07-2018 to 31-12-2018 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Shri D'Mello.

And whereas, the Finance Department vide its U.O. No. 1400053554 dated 27-09-2018 has concurred the proposal for grant of extension of Shri D'Mello subject to approval of cabinet;

And whereas, the Council of Ministers in its XXXVIth meeting held on 20-12-2018 has approved to grant ex-post facto approval for extension in service beyond superannuation to Shri Jose Elizeu D'Mello Executive Engineer (Elect.), Electricity Department for a period of six months w.e.f. 01-07-2018 to 31-12-2018.

Now, therefore, the Government is pleased to confirm the order No. 13/19/2016-PER/2067 dated 29-06-2018 granting extension in service beyond superannuation to Shri Jose Elizeu D'Mello, Executive Engineer (Elect.), Electricity Department for a period of six months w.e.f. 01-07-2018 to 31-12-2018.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 28th December, 2018.

**Order**

No. 13/14/2016-PER/3448

Whereas, the Government vide order No. 13/14/2016-PER/2378 dated 30-07-2018 was pleased to grant extension in services to Shri N. Neelakanta Reddy, Superintending Engineer (Elect.), Electricity Department for a period of three months w.e.f. 01-08-2018 to 31-10-2018 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Shri Reddy.

And whereas, the Finance Department vide its U.O. No. 1400040448 dated 08-08-2018 has concurred the proposal for grant of extension of Shri Reddy subject to adherence of all Rules in force;

And whereas, the Council of Ministers in its XXXVIth meeting held on 20-12-2018 has approved to grant ex-post facto approval for extension in service beyond superannuation to Shri N. Neelakanta Reddy, Superintending Engineer (Elect.), Electricity Department for a period of three months w.e.f. 01-08-2018 to 31-10-2018.

Now, therefore, the Government is pleased to confirm the order No. 13/14/2016-PER/2378 dated 30-07-2018 granting extension in service beyond superannuation to Shri N. Neelakanta Reddy, Superintending Engineer (Elect.), Electricity Department for a period of three months w.e.f. 01-08-2018 to 31-10-2018.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 28th December, 2018.



**Order**

No. 2/1/2001-PER (Part IV)/007

Shri Sharad G. Marathe, retired member of Goa General Services, is hereby appointed as "Ombudsman" under Clause (b) of sub-rule (2) of Rule 3 of the Goa Government Employees (Redressal of Grievances Forum) Scheme, 2001 as amended, with immediate effect. The term of appointment of Shri Marathe shall be initially for a period of one year and regulated as per the aforesaid Scheme.

Shri Marathe, before entering upon the office shall make and subscribe before the Chief Minister or some person authorized and appointed in that behalf by him, oath or affirmation as required under the Scheme.

Shri Marathe shall be paid after deducting pension, an amount equivalent to his last drawn salary, plus fixed travelling allowance of Rs. 3000/- per month.

By order and in the name of the Governor of Goa.

*Harish N. Adconkar*, Under Secretary (Personnel-II).

Porvorim, 01st January, 2019.

**Order**

No. 7/21/2017-PER/032

Smt. Nila Mohanan, IAS, Secretary (Education) shall hold the charge of the post of Director (Education), in addition to her duties in public interest with immediate effect.

By order and in the name of the Governor of Goa.

*Harish N. Adconkar*, Under Secretary (Personnel).

Porvorim, 2nd January, 2019.

**Order**

No. 15/11/2016-PER/039

On the recommendation of Goa Services Board and approval of the Government, Shri Dasharath Gawas, Mamlatdar, Satari holding additional charge of Chief Officer, Valpoi Municipal Council shall hold charge of the post of Jt. Mamlatdar-I, Satari in addition to his own duties, in public interest, with immediate effect.

By order and in the name of the Governor of Goa.

*Harish N. Adconkar*, Under Secretary (Personnel-I).

Porvorim, 2nd January, 2019.

**Order**

No. 6/9/2009-PER/Part-IV A/048

On the recommendation of the Goa Services Board and with the approval of the Government Ms. Margaret Fernandes, Secretary, Goa Human Rights Commission shall hold the charge of the post of Managing Director, Goa State Minorities Finance and Development Corporation Limited in addition to her own duties Secretary, in public interest, with immediate effect.

By order and in the name of the Governor of Goa.

*Harish N. Adconkar*, Under Secretary (Personnel-I).

Porvorim, 4th January, 2019.

**Department of Power**

Office of the Chief Electrical Engineer

**Order**

No. CEE/Estt-31-25-88/AE(Civil)/Part/3444

Read: 1. No. CEE/Estt-31-25-88/AE(Civil)/3906 dated 01-11-2013.

2. No. CEE/Estt-31-25-88/AE(Civil)/5313 dated 30-03-2015.

3. No. CEE/Estt-31-25-88/AE(Civil)/1384 dated 09-08-2017.

4. No. CEE/Estt-31-25-88/AE(Civil)/2976 dated 03-01-2018.

Government is pleased to extend the ad hoc promotions in respect of following Assistant Engineers (Civil) for the period mentioned in column 4 below:

Sr. No.	Name of the officers	Designation	Period of extension
1	2	3	4
1.	Shri Uday A. Samant	Assistant Engineer (Civil)	01-01-2018 to 12-04-2018.
2.	Shri Prashant P. Hinde	Assistant Engineer (Civil)	01-01-2018 to 29-07-2018.
3.	Shri Vasudev N. Prabhu	Assistant Engineer (Civil)	01-01-2018 to 30-07-2018.

2. The above extended ad hoc promotions shall not bestow on the above officers, any claim for regular appointment and services tendered by

above officers on ad hoc basis as Assistant Engineer (Civil) shall not be counted for the purpose of seniority in the grade or eligibility for promotion to the post of Assistant Engineer (Civil).

3. This issues with the approval of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/16(1)/2016/818 dated 19-11-2018.

By order and in the name of the Governor of Goa.

*Reshma Mathew*, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 2nd January, 2019.

### Department of Public Health

#### Order

No. 22/6/98-I/PHD/PF II/08

Read: 1) Government Order No. 22/6/98-I/PHD/PF II dated 09-11-2018.

2) Government Order No. 22/6/98-I/PHD/PF II dated 12-12-2018.

In supersession of the Government Order read at preamble (2), Government is pleased to transfer Dr. Shaila Devari, Health Officer from Primary Health

Centre, Pirna and post her at Primary Health Centre, Ponda with immediate effect.

By order and in the name of the Governor of Goa.

*Maria Seomara De souza*, Under Secretary (Health).

Porvorim, 27th December, 2018.

#### Order

No. 44/27/2016-I/PHD/33

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(7)/2017/296 dated 12-12-2018, the Government is pleased to declare Dr. Pallavi Kolvalkar, Junior Radiologist under the Directorate of Health Services as having satisfactorily completed her probation period of two years from 12-12-2011 to 11-12-2013, and to confirm her in the post of Junior Radiologist under the Directorate of Health Services.

By order and in the name of the Governor of Goa.

*Maria Seomara De souza*, Under Secretary (Health).

Porvorim, 31st December, 2018.

#### Order

No. 44/21/2017-I/PHD/Part-I/39

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(2)/2016/295 dated 12-12-2018, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of following doctors under the Directorate of Health Services in the posts shown against their names with effect from the date of completion of probation period, as under:

Sr. No.	Name of officers	Date of probation period completed	Post to which probation period completed and confirmed	Confirmed in the post of
1.	Dr. Nicola Barreto	01-02-2016	31-01-2018	Junior ENT Surgeon.
2.	Dr. Swayamsidha H. Andhale	01-07-2016	30-06-2018	Junior ENT Surgeon.

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health).

Porvorim, 27th December, 2018.

**Corrigendum**

No. 21/8/2017-I/PHD/07

Read: Government Order No. 22/6/98-I/PHD/II/  
/2586 dated 09-11-2018.

In the Government Order read at preamble, the name of doctor appearing as "Dr. Lorna Vaz" shall be corrected to read as under:-

"Dr. Lorna Audrey Maria Fernandez".

Rest of the content remains unchanged.

*Maria Seomara De souza*, Under Secretary  
(Health-II).

Porvorim, 27th December, 2018.

**Department of Social Welfare**

Directorate of Social Welfare

**Notification**

No. 86-2-2015-16-SDB/Part-III/5103

In exercise of the powers conferred by chapter VII Section 26 (I), Government is pleased to constitute a State Monitoring Committee under The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013.

- |  |                       |
|--|-----------------------|
| 1. Hon'ble Chief Minister  | — Chairperson,        |
| or Minister nominated  | ex officio.           |
| by him   |                       |
| 2. Hon'ble Minister for Social Welfare   | — Member.             |
| 3. Chairman "Goa State Commission for Safai Karamcharis"                           | — Member.             |
| 4. Chairman "Goa State Commission for Scheduled Caste and Scheduled Tribe"         | — Member.             |
| 5. Representative of National Commission for Scheduled Caste and Safai Karmacharis | — Member.             |
| 6. Shri Manohar Ajgaonkar, Hon'ble MLA, Pernem Constituency                        | — Member.             |
| 7. Shri Prasad Gaonkar, Hon'ble MLA, Sanguem Constituency                          | — Member.             |
| 8. Secretary (Home)  | — Member.             |
| 9. Secretary (Panchayati Raj)  | — Member.             |
| 10. Secretary (Urban Development)  | — Member.             |
| 11. Director General of Police, Panaji   | — Member, ex officio. |

- |   |                       |
|---|-----------------------|
| 12. Director of Panchayats  | — Member, ex officio. |
| 13. Director of Municipal Administration  | — Member, ex officio. |
| 14. One representative of All Goa Municipal Employees Association, St. Inez, Panaji-Goa                                 | — Member.             |
| 15. One Women representative of CCP Employees Union, Ramakant Appt., M. G. Road, Panaji-Goa                             | — Member.             |
| 16. One representative of Goa Municipal Workers Union, Panaji-Goa   | — Member.             |
| 17. One Women representative of M/s Bapu Environmental Social Service Organisation, G-2, Verenkar, Durgabhat, Ponda-Goa | — Member.             |
| 18. Manager of State Bank of India-Lead Bank  | — Member, ex officio. |
| 19. Secretary (Social Welfare)  | — Member Secretary.   |

The State Monitoring Committee shall meet every six months.

By order and in the name of the Governor of Goa.

*S. V. Naik*, Director & ex officio Addl. Secretary  
(Social Welfare).

Panaji, 4th January, 2019.

**Department of Town and Country Planning**

Office of the Chief Town Planner (Planning)

**Notification**

No. 36/1/TCP/339/2019/93

Whereas, the Chief Town Planner has notified the Regional Plan for Goa-2021 (Part), under Section 17 read with Section 15 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act"), as approved by the Government,—

- (i) in respect of the Canacona and Pernem Talukas vide the Government Notification No. 29/8/TCP/2010/RP-21/4106 dated 24-11-2010, published in the Official Gazette, Series II No. 35 dated 25-11-2010;

- (ii) in respect of the Satari Taluka alongwith Settlement Level Plan of twelve Village Panchayats and one Municipal Council, Ponda Taluka alongwith Settlement Level Plan of eighteen Village Panchayats excluding Usgao Village Panchayat and Quepem Taluka alongwith Settlement Level Plans of eleven Village Panchayats and two Municipal Councils with land use tables vide the Government Notification No. 29/8/TCP/2010/RP-21/1952 dated 26-04-2011, published in the Official Gazette, Series I No. 4 dated 28-04-2011;
- (iii) in respect of Bicholim Taluka alongwith Settlement Level Plans of seventeen Village Panchayats and two Municipal Councils, Dharbandora Taluka alongwith Settlement Level Plans of five Village Panchayats and Sanguem Taluka alongwith Settlement Level Plans of seven Village Panchayats and one Municipal Council with Release-II Report vide the Government Notification No. 29/8/TCP/2011/RP-21/3742 dated 09-09-2011, published in the Official Gazette, Series III, No. 24 dated 15-09-2011;
- (iv) in respect of Ponda Taluka alongwith Settlement Level Plan of nineteen Village Panchayats including Usgao Village Panchayat with land use table vide the Government Notification No. 29/8/TCP/2011/RP-21/Pt. file/3983 dated 27-09-2011, published in the Official Gazette, Series I, No. 26 dated 29-09-2011; and
- (v) in respect of Bardez Taluka alongwith Settlement Level Plans of thirty-three Village Panchayats, Tiswadi Taluka alongwith Settlement Level Plans of eighteen Village Panchayats, Marmugao Taluka alongwith Settlement Level Plans of three Village Panchayats and Salcete Taluka alongwith Settlement Level Plans of thirty-three Village Panchayats and one Municipal Council with Release-III Report vide the Government Notification No. 29/8/TCP/2011/RP-21/4220 dated 12-10-2011, published in the Official Gazette, Series III No. 29 dated 20-10-2011, (hereinafter referred to as the "said Regional Plan");

And whereas, the said Regional Plan came into operation in respect of such parts/areas on and from the date of publication of the aforesaid respective Notifications in the Official Gazette;

And whereas, the Chief Town Planner (Planning) has received requests from the applicants as specified in column (2) of the Table below, under sub-section (1) of Section 16B of the said Act, for change of existing zone of their respective land to the zones, as specified in columns (6) and (7) respectively of the Table below (hereinafter referred to as the "said requests/proposals");

And whereas, the Chief Town Planner (Planning), after carrying out such surveys and examining the said requests/proposals, referred the said requests/proposals alongwith his report to the Town and Country Planning Board for its consideration;

And whereas, the Town and Country Planning Board has considered the said requests/proposals and report of the Chief Town Planner (Planning) and given its recommendations thereof as specified in column (9) of the Table below;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 13 of the said Act, the Chief Town Planner (Planning) hereby notifies the requests/proposals for change of zone in respect of the Regional Plan for Goa-2021 and recommendations of the Town and Country Planning Board thereof as specified in the Table below for information of the persons likely to be affected thereby and notice is hereby given that the copies of the maps and note containing the proposed changes are available for the purpose of inspection in the office of the Town and Country Planning Department, 2nd Floor, Dempo Tower, Patto Plaza, Panaji-Goa for a period of two months with effect from the date of publication of this Notification in the Official Gazette.

All objections and/or suggestions to the said requests/proposals and recommendations of the Town and Country Planning Board thereof, if any, may be forwarded to the Chief Town Planner (Planning), 2nd Floor, Dempo Tower, Patto Plaza, Panaji-Goa, before the expiry of the said period of two months so that they can be referred to the Town and Country Planning Board for its consideration under sub-section (2) of Section 13 of the said Act.



TABLE

Sr. No.	Name of the Applicant	Survey No. and sub-division No.	Village & Taluka	Total area	Existing zone as per RP for Goa-2021	Proposed change of zone	Area sought for change of zone	Recommendation of the Town and Country Planning Board
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Fr. Diogo M. Fernandes, Aninha Educational Trust	17/8	Sao Jose de Areal village, Salcete Taluka	18700.00 m2	Industrial zone (Sanad was issued for Educational Institution dated 18-12-2006)	Institutional zone	18700.00 m2	Recommended for provisional approval.
2.	Confraria of Siridao Church	50	Siridao village, Tiswadi Taluka	To propose 6 mtr. wide road through the property bearing Sy. No. 50		NA	NA	Recommended for 6.00 mts. road as proposed.
3.	Matruchaya Trust	32/7 & 31/13	Talaulim village, Ponda Taluka	4675.00 m2	Settlement zone S3	Settlement zone S2	4675.00 m2	Not recommended since the status of village Talaulim in Ponda Taluka is VP2 wherein FAR permitted is 60 only.
4.	Vrushal Estate & Development Pvt. Ltd.	63/2, 3, 11,12 & 16	Chaudi village, Canacona Taluka	3588.00 m2	As per Zoning Plan for Canacona Municipal Area i.e. part Regional Plan 2001, property shown as Commercial zone and as per RP 2021 it is shown as Paddy Field	Commercial zone	3588.00 m2	Recommended for provisional approval for change of zone to settlement zone only, as per municipal status under RPG-2021.
5.	Pandurang @ Deepak Dhavlikar, Bandora, Ponda, Goa	208/1	Dharbandora	393100.00 m2	Partly Settlement zone, partly Orchard zone, partly Paddy Field, partly Natural cover zone with part area under No Development Slope, partly Institution zone, partly water body and partly Private Forest. Property affected by National Highway and 1 km. Buffer Zone of Wild Life Sanctuary, Error marking in Eco-Sensitive zone	Rectification of error in marking of eco-sensitive zone around Bondla Wild Life Sanctuary	—	Recommended for exclusion of triangular portion of the property from eco-sensitive zone boundary in view of clarification in the letter dated 13-6-2018 of Dy. Conservator of Forests, North Division, Panaji.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	Mrs. Mumtaz Asif Shaikh	24/8C	Goa Velha village, Tiswadi Taluka	200.00 m2	Orchard zone	Settlement zone	200.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
7.	Mr. Sudin B. Naik, Mr. Suhas U. Naik, Mr. Nitish U. Naik, Mr. Shirish Naik, H. No. 334, Comba, Margao, Goa	142/1	Sao Jose De Areal village, Salcete Taluka	61275.00 m2	As per RPG 2021, the property is earmarked partly as Industrial, partly Cultivable zone and partly as Settlement zone	Total area to Settlement zone	55000.00 m2	Only 55000.00 sq. mts. of property is recommended for change of zone to Settlement as per VP status.
8.	RNG Enterprises	59/1A	Mandur village, Tiswadi Taluka	89225.00 m2	As per RPG 2021, the property is earmarked partly as Settlement S4, partly Micro Industrial zone and partly Natural cover	Settlement zone	89225.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
9.	Mrs. Megha Ajgaonkar	78/5	Salvador-do-Mundo village, Bardez Taluka	Shifting of road	Property partly affected by 10.00 mts. wide road on the eastern side	Shifting of proposed 10.00 mts. wide road entirely on the eastern side boundary	NA	Recommended for shifting of road entirely on the eastern side boundary of the property under Sy. No. 78/5 as proposed.
10.	Mandar D. Kharkhande, H. No. 96, Kodal wada, Karapur, Tisk Sankhalim	104/2-O	Karapur village, Bicholim Taluka	Deletion of proposed road	As per RPG 2021, 30 mts. wide proposed road is passing through the property	Deletion of proposed road passing through the property	NA	Recommended for deletion of 30.00 mts. wide proposed road passing through the property i.e. Sy. No. 104/2-O in view of the actual road alignment plan of PWD submitted by the applicant which does not cover the property under reference under said proposed road.
11.	GRN Enterprises	113/0	Candola village, Ponda Taluka	Deletion of proposed road	Request for deletion of proposed 25.00 mts. road passing through Sy. No. 113/0	Deletion of proposed 25.00 mts. road (Ponda Taluka Office of TCP Dept.	NA	Recommended for deletion of proposed 25.00 mts. road passing through Sy. No. 113/0 of Candola village in view of availability

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						has approved sub-division vide No. TPP/ /Sub-Div/Org/ 56/97/373		of alternate road just in the close vicinity and since the said proposed road is not viable due to past commitment of TCP Dept. by approving sub-division layout before Notification of RPG-2021 which in turn may affect the development already allowed.
12.	Anil D'Souza, A9 LA-Catadel Colony, Dona-Paula, Goa	52/1-A	Tivrem, Marcel, Ponda Taluka	38150.00 m2	As per RPG-2021, property is earmarked partly as Orchard, partly as No Development Slope & partly as Settlement Zone	Settlement Zone	38150.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
13.	Gurudas C. Kerkar	4/16	Moirra village, Bardez Taluka	7850.00 m2	As per RPG-2021, property is earmarked as Paddy Field	Settlement Zone	7850.00 m2	Only 500 sq. mts. of property for personal housing is recommended for change of zone to Settlement as per VP status, subject to NOC from Competent Authority.
14.	Yeshwant M. Sawant	496/1A	Anjuna village, Bardez Taluka	151369.90 m2	As per RPG-2021, property is earmarked partly as No Development Slope, partly Natural Cover, partly Orchard zone, partly Crematorium and GMS. Also, 15 mts. proposed road is passing through the property	Settlement zone	151369.9 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
15.	Shankar S.S. Singbal	121-1	Savoi-Verem village, Ponda Taluka	320050.00 m2	As per RPG-2021, property is earmarked partly as Natural cover with No Development slope. Plot is also affected by proposed 10.00 mtrs. wide road	Settlement zone	320050.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	AA Walkar Estates Pvt. Ltd., Calangute, Bardez	10/0	Morjim village, Pernem Taluka	16000.00 m2	As per RPG-2021, property is earmarked as Orchard Zone	Settlement Zone	16000.00 m2	Recommended for provisional approval for change of zone to settlement as per VP status.
17.	Riviera Construction Pvt. Ltd.	32/1 & 31/4	Revora village, Bardez Taluka	21,000.00 m2	As per RPG-2021, property is earmarked partly as settlement and partly No Development Slope	Settlement Zone (Sanad is issued for 17475 of Sy. No. 32/1 & 31/4)	4000.00 m2	Only 4000.00 sq. mts. is recommended for change of zone to Settlement as per VP status.
18.	Adwalpalkar Construction & Resorts Pvt. Ltd.	44/1 (Part)	Curca village, Tiswadi Taluka	27432.00 m2	As per RPG-2021, property is earmarked partly as Settlement, partly Orchard and partly No Development zone	Settlement zone	27432.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
19.	M/s. Mathiyan Hotels & Resorts Pvt. Ltd.	132/1, 2, 4, & 5	Cavelossim village, Salcete Taluka	29875.00 m2	As per RPG-2021, property is earmarked partly as Orchard zone and partly paddy field. Property under reference falls within 500 mts. of HTL	Settlement zone	29875.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
20.	Mr. Efigenio Dias, Plot No. 41, Sancoale Industrial Estate, Zuari Nagar	132/38	Cavelossim village, Salcete Taluka	5000.00 m2	As per RPG-2021, property is earmarked partly as Orchard zone and partly as Settlement zone. Property under reference falls within 500 mts. of HTL	Settlement zone	5000.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
21.	Anant Prabhakar Malik, C/o Samir Vasudev Shirodkar, Shop No. 4, Bicholim-Goa	354/1	Latam-barcem village, Bicholim Taluka	41608.00 m2	As per RPG-2021, property is earmarked partly as Orchard zone, partly Natural Cover and partly Irrigation Command area	Settlement zone	41608.00 m2	Recommended for provisional approval for change of zone to Settlement as per VP status.
22.	Office of Village Panchayat Sernabatim, Vanelim, Colva & Gandaulim		Salcete	Correction of Road in Village Panchayat jurisdiction of Colva, Sernabatim, Vanelim and Gandaulim from 15 mts. to 10.00 mts. and from 10.00 mts. to 6.00 mts.			—	Recommended for reduction of width of road from 15 mts. to 10.00 mts. and from 10.00 mts. to 6.00 mts. as proposed by Panchayat.



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
23.	Shri Saptakote-shwar Devasthan Committee	2/7	Naroa village, Bicholim Taluka	106800.00 m2	As per RPG-2021, property is earmarked partly as Settlement zone with No Development slope and partly Natural Cover with No Development slope	Institutional zone	13565.00 m2	Recommended for provisional approval for change of zone to Institutional zone.

*Rajesh J. Naik*, Chief Town Planner (Planning).

Panaji, 09th January, 2019.

### Notification

RPG/16B/01/TCP/2018-19/94

Whereas, the Chief Town Planner has notified the Regional Plan for Goa-2021 (Part), under Section 17 read with Section 15 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act"), as approved by the Government,—

- (i) in respect of the Canacona and Pernem Talukas vide the Government Notification No. 29/8/TCP/2010/RP-21/4106 dated 24-11-2010, published in the Official Gazette, Series II No. 35 dated 25-11-2010;
- (ii) in respect of the Satari Taluka alongwith Settlement Level Plan of twelve Village Panchayats and one Municipal Council, Ponda Taluka alongwith Settlement Level Plan of eighteen Village Panchayats excluding Usgao Village Panchayat and Quepem Taluka alongwith Settlement Level Plans of eleven Village Panchayats and two Municipal Councils with land use tables vide the Government Notification No. 29/8/TCP/2010/RP-21/1952 dated 26-04-2011, published in the Official Gazette, Series I No. 4 dated 28-04-2011;
- (iii) in respect of Bicholim Taluka alongwith Settlement Level Plans of seventeen Village Panchayats and two Municipal Councils, Dharbandora Taluka alongwith Settlement Level Plans of five Village Panchayats and Sanguem Taluka alongwith Settlement Level Plans of seven Village Panchayats and one Municipal Council with Release-II Report vide the Government Notification

No. 29/8/TCP/2011/RP-21/3742 dated 09-09-2011, published in the Official Gazette, Series III No. 24 dated 15-09-2011;

- (iv) in respect of Ponda Taluka alongwith Settlement Level Plan of nineteen Village Panchayats including Usgao Village Panchayat with land use table vide the Government Notification No. 29/8/TCP/2011/RP-21/Pt. file/3983 dated 27-09-2011, published in the Official Gazette, Series I No. 26 dated 29-09-2011; and
- (v) in respect of Bardez Taluka alongwith Settlement Level Plans of thirty-three Village Panchayats, Tiswadi Taluka alongwith Settlement Level Plans of eighteen Village Panchayats, Marmugao Taluka alongwith Settlement Level Plans of three Village Panchayats and Salcete Taluka alongwith Settlement Level Plans of thirty-three Village Panchayats and one Municipal Council with Release-III Report vide the Government Notification No. 29/8/TCP/2011/RP-21/4220 dated 12-10-2011, published in the Official Gazette, Series III No. 29 dated 20-10-2011, (hereinafter referred to as the "said Regional Plan");

And whereas, the said Regional Plan came into operation in respect of such parts/areas on and from the date of publication of the aforesaid respective Notifications in the Official Gazette;

And whereas, the Chief Town Planner (Planning) has received requests from the applicants as specified in column (2) of the Table below, under sub-section (1) of Section 16B of the said Act, for change of existing zone of their respective land to the zones, as specified in

columns (6) and (7) respectively of the Table below (hereinafter referred to as the "said requests/ proposals");

And whereas, the Chief Town Planner (Planning), after carrying out such surveys and examining the said requests/proposals, referred the said requests/proposals alongwith his report to the Town and Country Planning Board for its consideration;

And whereas, the Town and Country Planning Board has considered the said requests/proposals and report of the Chief Town Planner (Planning) and given its recommendations thereof as specified in column (9) of the Table below.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 13 of the said Act, the Chief Town Planner (Planning) hereby notifies the requests/proposals for change of zone in respect of the Regional Plan for Goa-2021 and recommendations of the Town and Country

Planning Board thereof as specified in the Table below for information of the persons likely to be affected thereby and notice is hereby given that the copies of the maps and note containing the proposed changes are available for the purpose of inspection in the office of the Town and Country Planning Department, 2nd Floor, Dempo Tower, Patto Plaza, Panaji-Goa, for a period of two months with effect from the date of publication of this Notification in the Official Gazette.

All objections and/or suggestions to the said requests/proposals and recommendations of the Town and Country Planning Board thereof, if any, may be forwarded to the Chief Town Planner (Planning), 2nd Floor, Dempo Tower, Patto Plaza, Panaji-Goa, before the expiry of the said period of two months so that they can be referred to the Town and Country Planning Board for its consideration under sub-section (2) of Section 13 of the said Act.

TABLE

Sr. No.	Name of the Applicant	Survey No. and sub-division No.	Village & Taluka	Total area	Existing zone as per RP for Goa-2021	Proposed change of zone	Area sought for change of zone	Recommendation of the Town and Country Planning Board
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	P. P. Padma-nabh Shishya Sampraday Viswasta Mandal (Reg. No. 8/16)	57/0	Kundaim village, Ponda Taluka	209400.00 m2	Partly Institutional, partly Settlement and partly Orchard zone	Institutional purpose	184094.00 m2	Approved.
2.	Sharada Seva Sadhana Pratisthan, (Old Age Home, Dharmapur), C/o Deepam Enterprises, Opp. Saraswat Bank, Comba, Margao-Goa	176/1	Dramapur village, Salcete Taluka	3840.00 m2	Paddy Field	Institutional zone	3840.00 m2	Approved.
3.	Rosa Mystica Society, St. Thomas Girls High School, Cottarbhath, Aldona, Bardez	51/31	Aldona village, Bardez Taluka	6325.00 m2	Settlement zone	Institutional zone	6325.00 m2	Approved.
4.	Luis Issac Rodrigues	125/1	Betalbatim village, Salcete Taluka	18700.00 m2	Orchard Zone	Settlement zone	18700.00 m2	Approved.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	Urmila Catcar	11/1	Usgao, Ponda Taluka	391955.00 m2	Orchard, Natural Cover, Settlement	Settlement zone	391955.00 m2	Approved.
6.	Schubert Sequeira, H. No. 131, Nr. the Church, Velsao, Cansaulim, Mormugao	158/2	Bandora village, Ponda Taluka	7500.00 m2	Agriculture Zone. As per RP 2001, it was Settlement	Settlement zone	7500.00 m2	Approved.
7.	Peer Aar Housing Development Pvt. Ltd.	230/1	Cortalim village, Mormugao Taluka	100000.00 m2	Partly Settlement and partly Orchard zone with part area under no develop- ment slopes	Settlement zone	100000.00 m2	Approved.
8.	Yeshwantrao B. Prabhudesai alias Desai & others, Sanquelim, Bicholim	102/1-J	Carapur village, Bicholim Taluka	8750.00 m2	Play Ground	Settlement zone	8750.00 m2	Approved.
9.	M/s. Panch- sheel Conbuild Pvt. Ltd. Mr. Ashok Choudhary RV1, Abel Homes Jairam Nagar, Dabolim	132/6	Cavelossim village, Salcete Taluka	2750.00 m2	Orchard zone	Settlement zone	2750.00 m2	Approved.
10.	Mahadev V. Parulekar, Verem, Bardez, Goa	37/2	Penha-de- Franca village, Bardez Taluka	1850.00 m2	Settlement zone	Commercial zone	1850.00 m2	Approved.
11.	Goa Tourism Development Corporation, Govt. of Goa	206/1-H	Anjuna village, Bardez Taluka	8179.11 m2	Partly Orchard	Settlement zone	8179.11 m2	Approved.
12.	Mario Fernandes, Vadlem, Bhat, Taleigao-Goa	346/1, 2, 3, & 4	Calapor village, Tiswadi Taluka	4198.00 m2	Irrigation Command area (correction)	Removal Irrigation Command area	4198.00 m2	Approved.
13.	Rizwan S. Agha, H. No. 552, Muslim Waddo, St. Inez, Behind Pharmacy College, Panaji	4/1-B	Talaulim village, Tiswadi Taluka	355.00 m2	Partly Settle- ment, partly orchard	Settlement zone	355.00 m2	Approved.
14.	Mohammed Zameer Ahmed & Mohammed Arif Thonse, Bungalow	202/56	Dramapur village, Salcete Taluka	503.00 m2	Paddy field zone	Settlement zone	503.00 m2	Approved.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	F-1, Kalpataru Housing Society Ltd., Aquem Baixo, Margao							
15.	Mr. Paik Velip, S/o Late Bhiva Velip, H. No. 296/A, Vaiza- wada, Morpirila via Cuncoim	8/4-A	Morpila village, Quepem Taluka	400.00 m2	As per RP 2021 it is Natural Cover Zone & RP 2001 Settlement zone	Settlement zone	400.00 m2	Approved.
16.	Mr. Damodar Gawas, H. No. CL-73, New Vaddem, Vasco	28/1-J	Borim, Shiroda, Ponda Taluka	504.00 m2	Orchard zone	Settlement zone	504.00 m2	Approved.
17.	Mr. Sadanand Tari, R/o Flat No. SF-1, Pansekar, Marcela	43/1-k	Orgao village, Ponda Taluka	355.00 m2	Orchard zone	Settlement	355.00 m2	Approved.

*Rajesh J. Naik*, Chief Town Planner (Planning).

Panaji, 09th January, 2019.



## Department of Tribal Welfare

Directorate of Tribal Welfare

### Order

No. 1/15/2010-11/ADMN/DTW/7155

- Read: 1) Notification No. 1/15/2010/2011/ADMN/  
/TW/899 dated 31-5-2011.
- 2) Notification No. 1/15/2010/2011/ADMN/  
/TW/1295 dated 30-6-2011.
- 3) Corrigendum No. 1/15/2010/2011/ADMN/  
/TW/4883 dated 13-12-2012.
- 4) Corrigendum No. 1-15-2010-2011/ADMN/  
/TW/1767 dated 2-8-2013.
- 5) Addendum No. 1-15-2010-2011/ADMN/  
/DTW/9415 dated 29-7-2015.
- 6) Order No. 1-15-2013-14/ADMN/DTW/  
/6424 dated 28-11-2018.

In supersession of all above referred orders, Government is pleased to revise/re-constitute the District Level Committee of North Goa District of the State of Goa constituted under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 and Rule 7 of the Scheduled Tribes and Other Traditional

Forest Dwellers (Recognition of Forest Rights) Act, 2006, to consider and finally approve the record of forest rights prepared by the Sub-Divisional Level Committee. The District Level Committee for North Goa District shall consist of the following members including three members nominated by the District Panchayat namely:-

1. District Collector, North Goa — Chairperson.
2. Dy. Conservator of Forests, — Member.  
North Goa Division, Ponda/  
/Concerned Deputy Conserva-  
tor of Forests (Wild Life)
3. Shri Dhaku Arjun Madkaikar, — Member.  
Zilla Panchayat member of  
St. Lawrence Constituency
4. Smt. Mahima M. Dessai, — Member.  
ZP Zilla Panchayat member  
of Corlim Constituency
5. Shri Fati Yashwant Gaonkar, — Member.  
ZP Zilla Panchayat member  
of Querim Constituency
6. Assistant Director of Tribal — Member  
Welfare, North Goa Secretary.  
(Head Office)



The functions of the District Level Committee are as under:

- a. Ensure that the requisite information under Clause (b) of Rule 6 has been provided to Gram Sabha or Forest Rights Committee;
- b. Examine whether all claims, especially those of primitive tribal groups, pastoralists and nomadic tribes, have been addressed keeping in mind the objectives of the Act;
- c. Consider finally approve the claims and record of forest rights prepared by the Sub-Divisional Level Committee;
- d. Hear Petitions from persons aggrieved by the orders of the Sub-Divisional Committee;
- e. Co-ordinate with other districts regarding inter-district claims;
- f. Issue directions for incorporation of the forest rights in the relevant Government records including record of rights;
- g. Ensure publication of the record of forest rights as may be finalized; and
- h. Ensure that a certified copy of the record of forest rights and title under the Act, as specified in Annexure II & III to these rules, is provided to the concerned claimant and the Gram Sabhas respectively.

This order is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

*Venancio Furtado*, Director (Tribal Welfare).

Panaji, 1st January, 2019.

#### Order

No. 1/15/2010-11/ADMN/DTW/7156

- Read: 1) Notification No. 1/15/2010-2011/ADMN/TW/901 dated 31-5-2011.  
 2) Corrigendum No. 1/15/2010-2011/ADMN/TW/1296 dated 30-6-2011.  
 3) Notification No. 1/15/2010-2011/ADMN/TW/1391 dated 07-07-2011.  
 4) Corrigendum No. 1/15/2010/2011/ADMN/TW/4882 dated 13-12-2012.  
 5) Corrigendum No. 1-15-2010-2011/ADMN/TW/1768 dated 2-8-2013.  
 6) Addendum No. 1-15-2010-2011/ADMN/TW/4267 dated 22-11-2013.  
 7) Addendum No. 1-15-2010-2011/ADMN/TW/42675 dated 22-11-2013.

8) Addendum No. 1-15-2010-2011/ADMN/DTW/9416 dated 29-7-2015.

In supersession of all above referred orders, Government is pleased to revise/re-constitute the District Level Committee of South Goa District of the State of Goa constituted under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 and Rule 7 of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, to consider and finally approve the record of forest rights prepared by the Sub-Divisional Level Committee. The District Level Committee for South Goa District shall consist of the following members including three members nominated by the District Panchayat namely:-

1. District Collector, South Goa — Chairperson.
2. Dy. Conservator of Forests, — Member.  
South Goa Division, Margao/  
/Concerned Deputy Conserva-  
tor of Forests (Wild Life)/  
/Dy. Conservator of Forests,  
North Goa Division, Ponda/  
/Deputy Conservator of  
Forests, Wild Life & Eco  
Tourism, North
3. Shri Govind Kust Gaonkar, — Member.  
Zilla Panchayat member of  
Dharbandora Constituency
4. Shri Shanu Shankalu Velip, — Member.  
Zilla Panchayat member  
of Cola Constituency
5. Smt. Pushpa Kalidas Aiya, — Member.  
Zilla Panchayat member  
of Poiguinnim Constituency
6. Assistant Director of Tribal — Member  
Welfare, South Goa (Office Secretary.  
of Deputy Director,  
Margao-Goa)

The functions of the District Level Committee are as under:

- a. Ensure that the requisite information under Clause (b) of Rule 6 has been provided to Gram Sabha or Forest Rights Committee;
- b. Examine whether all claims, especially those of primitive tribal groups, pastoralists and nomadic tribes, have been addressed keeping in mind the objectives of the Act;
- c. Consider finally approve the claims and record of forest rights prepared by the Sub-Divisional Level Committee;

- d. Hear Petitions from persons aggrieved by the orders of the Sub-Divisional Committee;
- e. Co-ordinate with other districts regarding inter-district claims;
- f. Issue directions for incorporation of the forest rights in the relevant Government records including record of rights;
- g. Ensure publication of the record of forest rights as may be finalized; and

- h. Ensure that a certified copy of the record of forest rights and title under the Act, as specified in Annexure II & III to these rules, is provided to the concerned claimant and the Gram Sabhas respectively.

This order is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

*Venancio Furtado*, Director (Tribal Welfare).

Panaji, 1st January, 2019.

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